

State of Missouri
Missouri Lottery Commission
REQUEST FOR PROPOSAL

RFP NO: 00955
ISSUE DATE: April 2, 2024
RETURN PROPOSALS BY: May 2, 2024 at 3:00 p.m.
CONTACT NAME: Judy Martin (573)526-7460
Judy.martin@molottery.com
TITLE: Drawing Observation Services
CONTRACT PERIOD: July 1, 2024 through June 30, 2025
RENEWAL PERIODS: At the end of the initial contract period, the Missouri Lottery reserves the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions and provisions of the original contract would remain the same and apply during the renewal period(s).

This document constitutes a request for competitive, sealed proposals including prices from qualified CPA firms for witnessing and reporting on compliance with the Missouri Lottery's official drawing procedures as described herein. Firms must be licensed to practice in the State of Missouri and have residential representation in Jefferson City in order to be considered for this contract.

Proposals must be submitted via e-mail to judy.martin@molottery.com no later than 3:00 p.m. on May 2, 2024. Proposals received after 3:00 p.m., May 2, 2024 will be marked late and will not be opened or evaluated.

The vendor hereby agrees to provide the items at the prices quoted, pursuant to the terms of this document which are incorporated by reference and further understands that signature by an authorized official of the Missouri Lottery constitutes acceptance and a contract shall exist between the vendor and the Missouri Lottery.

PLEASE PRINT THE FOLLOWING INFORMATION EXCEPT FOR THE REQUIRED SIGNATURE:

Vendor's Company Name _____

Mailing Address _____

City/State/Zip Code _____

Telephone _____ Fax No. _____ E-mail _____

Mo. State Sales Tax # _____ Fed. Tax ID #/SS# _____

MO Corporate Charter # _____ MO Payroll Withholding # _____

MO State Vendor # (if known) _____

Vendor's Authorized Signature _____ Date _____

NOTICE OF AWARD

This proposal is accepted by the Missouri Lottery.

Lester Elder, Executive Director

Date

I. SCOPE OF WORK

1. The purpose of this RFP is to solicit competitive, sealed proposals from qualified companies for witnessing and reporting on compliance with the Missouri Lottery's (hereinafter designated as the Lottery) official drawing procedures.
 - 1.1 The contractor must be a certified public accounting firm, have residential representation in Jefferson City and be licensed to do business in the State of Missouri.
 - 1.2 The contractor must ensure that an approved representative is present for each drawing. If the normal representative cannot be present at the drawing, the contractor must ensure that an approved substitute is notified and is present at the drawing at the specified time.
 - 1.3 Each of the contractor's drawing representatives and substitutes must be approved by the Lottery and trained prior to performing the duties described herein.
 - 1.4 The contractor shall prepare reports containing assertions as to the fairness of the process to the extent professional reporting standards allow in a format mutually agreed upon by the contractor and the Lottery. Reports must be prepared weekly, unless a major finding of noncompliance which may have affected the fairness of the drawing has occurred. In this case the Lottery's Chief Financial Officer must be contacted as soon as practical and the written report which details the specific instance of noncompliance must be delivered to the Lottery no later than three days from the date of the drawing.
 - 1.5 The contractor shall make recommendations for improving the drawing procedures when appropriate.
 - 1.6 Observation of Draw Game Drawings
 - 1.6.1 The contractor will be required to observe all Draw Game drawings (currently Missouri Lotto, Show Me Cash, Pick 3, Pick 4), and any other Draw Games or Draw Game promotions introduced during the contract period, and report on the conduct of the drawing team in accordance with the official Lottery drawing procedures for each specific game.
 - 1.6.2 The Draw Game drawings are held in the Missouri Lottery Headquarters at 1823 Southridge Drive in Jefferson City, Missouri. The contractor's services will be required for approximately four hours (11:30 a.m. – 1:30 p.m. and 7:45 p.m. – 9:45 p.m.) every day for the observation of the Draw Game drawings. These drawing times could be subject to change during the contract period. However, approximately four hours will be required regardless of the drawing times.

II. GENERAL CONTRACTUAL REQUIREMENTS

1. CONTRACT PERIOD

The contract period shall be from July 1, 2024 through June 30, 2025. At the end of the initial contract period, the Missouri Lottery reserves the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions and provisions of the original contract would remain the same and apply during the renewal period(s).

2. CONTRACT PRICE

Prices for the contract shall be determined by referring to the Pricing Page which contains the prices proposed by the contractor and accepted by the Lottery.

3. CONTRACT DOCUMENTS

3.1 The contract between the Lottery and the contractor shall consist of:

- (1) The Request for Proposal (RFP); and any amendments thereto;
- (2) The contractor's proposal submitted in response to the RFP; and
- (3) The signed Notice of Award.

3.2 The Lottery reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The vendor is cautioned that its proposal shall be subject to acceptance without further clarification.

3.3 The first page of the RFP must be manually signed on the Vendor's Authorized Signature line to be a valid proposal. All other information on the first page should be provided, if applicable. The Pricing Page and all applicable exhibits and attachments should also be completed by the vendor.

3.4 The Lottery reserves the right to accept part, all, or none of the goods and/or services offered in the responses to the RFP.

3.5 Vendor's proposal shall be binding upon the vendor for one hundred fifty (150) calendar days following the proposal due date. Any proposal on which the vendor shortens the acceptance period may be rejected.

3.6 In the event all vendors fail to meet the same mandatory requirement(s) in the RFP, the Lottery reserves the right, at its sole discretion, to waive the requirement(s) for all vendors and to proceed with the evaluation. In addition, the Lottery reserves the right to waive any minor irregularity or technicality found in any individual proposal.

4. AMENDMENTS TO CONTRACT

No modification of any provision in the contract shall be made or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Lottery, and incorporated in a written amendment to the contract, approved by the Lottery prior to the effective date of such modification.

5. COMPETITIVE BIDDING

It is the intent and purpose of the Lottery that this RFP permit competitive bidding. It shall be the vendor's responsibility to advise the Lottery if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lottery no later than five days prior to the bid closing date.

6. BUSINESS REGISTRATION

The contractor 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 contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

7. COPYRIGHT LIABILITY

The contractor shall save and hold harmless the Lottery, their officers, agents and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted composition, trademark, service mark, secure process, patented invention, article or appliance furnished or used in the performance of any contract resulting from this RFP. Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental thereto, subject to the right of the Lottery to provide additional legal counsel at the Lottery's own expense.

8. SITE VISITS

The Lottery shall have the right, acting by itself or through its authorized representatives, to enter the premises of the contractor at all times to examine the facilities and to inspect and copy the records of the contractor pertaining to the operation thereof related to the Lottery account.

9. APPLICABLE LAWS AND REGULATIONS

9.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the Lottery must follow all applicable federal, state and local laws and regulations that apply to the performance of the contract.

9.2 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 provision 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 the Lottery.

10. INVOICING AND PAYMENT REQUIREMENTS

10.1 Payment in accordance with the price stated on the Pricing Page shall be made in arrears after receipt of a properly itemized invoice and approval by the Lottery.

10.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

10.3 The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

10.4 Payment terms should be net thirty (30) days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055, RSMo.

10.5 The contractor shall agree that funds expended for the purposes of the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. Therefore, the contract(s) shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the contractor shall not prohibit or otherwise limit the Lottery's right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

11. CANCELLATION/TERMINATION

11.1 The Lottery reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the

contract shall, at the option of the Lottery, become property of the Lottery. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Lottery pursuant to the contract prior to the effective date of termination.

- 11.2 The Lottery may cancel the contract at any time for material breach of contractual obligations by providing the contractor with a written notice of such cancellation and for any reason stated in Section 313.270, RSMo. Should the Lottery exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 11.3 In the event that any of the drawings would be discontinued, the Lottery reserves the right to cancel the portion of this contract related to that drawing by giving the contractor at least thirty (30) days written notice prior to discontinuation of that portion of the contract.

12. CONFLICT OF INTEREST

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

13. LIABILITIES, RIGHTS AND REMEDIES

- 13.1 The contractor shall agree that the Lottery shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, and/or return and installation of equipment provided by the contractor except as otherwise provided in this contract.
- 13.2 The contractor shall agree and understand that the contract shall constitute an assignment by the contractor to the Lottery 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 goods or services purchased or procured by the contractor in the fulfillment of the contract with the Lottery.
- 13.3 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the Lottery, its officers, agents, and employees harmless from and against, any and all loss, costs (including attorney fees) and damage of any kind related to such matters.
- 13.4 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor(s), whether voluntarily or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Lottery reserves the right at its sole discretion to either cancel the contract or affirm the contract and to hold the contractor responsible for damages.
- 13.5 Neither the contractor nor the Lottery shall be liable to the other for any delay in or failure of performance of any covenant contained in the agreement, nor shall any such delay in or failure of performance constitute default or give rise to any liability for damages, if and only to the extent that such delay or failure is caused by "force majeure." As herein used "force majeure" includes: an act of God, public enemy, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, or closure of all major access roads to a geographic area. The existence of such causes of such delay or failure shall extend the period of performance to such extent as necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

14. ASSIGNMENTS

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

15. NOTIFICATIONS
Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract or at such address as the contractor may have requested in writing; sent via email with receipt acknowledged; or hand carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract.
16. CONTRACT COORDINATION
The contractor shall fully coordinate his or her activities in the performance of the contract with those of the Lottery. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Lottery throughout the effective period of the contract.
17. OWNERSHIP OF CONTRACT MATERIALS
- 17.1 All materials developed or acquired by the contractor as a result of work under the contract shall become the property of the Lottery. No material or reports prepared by the contractor shall be released to the public without the prior written consent of the Lottery.
- 17.2 Original designs for the Lottery are exclusive property of the Lottery. No complete design (or art) or any part of a design (or art) can be used by the contractor in the production of products for another client without prior consent.
18. ACCOUNTING RECORDS
The contractor is required to maintain its books, records and other evidence pertaining to the contract in accordance with generally accepted principles of accounting and such other procedures specified by the Lottery. These records shall be available to the Lottery, its internal auditors or external auditors (and other designees) and the Missouri State Auditor's Office at all times during the contract period and for three (3) full years from the expiration date of final payment on the contract, whichever is later.
19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION
Contractors with fifty (50) or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.
20. AMERICANS WITH DISABILITIES ACT
In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor(s) shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
21. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS
- 21.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten (10) 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.
- 21.2 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 Lottery an updated Exhibit G, Anti-Discrimination Against Israel Act Certification.
22. INDEMNIFICATION
Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the Lottery shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.
23. LEGAL PROCEEDINGS
- 23.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall

be in the circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

23.2 The contractor and the Lottery agree that if a dispute concerning the contract arises, the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

23.3 The Lottery does not agree to any arbitration. The Lottery does not voluntarily agree to the payment of attorneys' fees. The Lottery 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 Lottery.

24. NEGOTIATIONS

The Lottery does not negotiate contracts after award. Any competitive negotiation, if conducted, must have occurred prior to contract award.

25. OPEN RECORDS

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.

26. TAXES

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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

27. OUTGOING TRANSITION

Thirty (30) days prior to expiration of the contract, or upon notice of termination or cancellation of the contract, the contractor shall provide to the Lottery a plan for ensuring an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Lottery. If requested by the Lottery, the contractor shall provide and/or perform any or all of the following responsibilities:

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

b. The contractor shall discontinue providing services or accepting new assignments on the date specified by the Lottery in order to ensure the completion of such services prior to the expiration of the contract.

c. If requested by the Lottery, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period of up to one hundred eighty (180) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract. If such request is made by the Lottery, an appropriate contract amendment will be issued.

d. Unless specified elsewhere herein, there shall be no additional costs paid to the contractor for transition services.

28. INSURANCE REQUIREMENTS

The contractor shall understand and agree that the Lottery cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Lottery, 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 contractor shall provide the Lottery with a Certificate of Insurance as evidence that said liability insurance is in full force and effect.

29. BOND REQUIREMENTS

29.1 Performance Bond

29.1.1 The contractor shall submit a performance bond in the amount of five thousand dollars (\$5,000) to the Lottery within thirty (30) days after award of the contract. The bond shall be in the form of a bond, certified check, bank draft or bank letter of credit. Personal or company checks are not acceptable. The contract number and dates of performance must be specified in the performance bond.

29.1.2 In the event that the Lottery exercises an option to extend the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph in an amount stipulated at the time of contract extension.

29.2 Fidelity Bond (or Professional Liability Insurance)

29.2.1 The contractor shall submit a fidelity bond or professional liability insurance in the amount of one million dollars (\$1,000,000) within thirty (30) days after award of the contract covering any loss to the Lottery due to any fraudulent or dishonest act on the part of the contractor. The fidelity bond shall be in the form of a bond, certified check, bank draft, or bank letter of credit. Personal or company checks are not acceptable. The contract number and dates of performance must be specified in the fidelity bond. The fidelity bond must be kept in effect through the full term of the contract, including contract renewal periods.

29.3 Litigation Bond

29.3.1 The contractor's litigation bond for twenty-five thousand dollars (\$25,000) originally submitted with the proposal, must be kept in effect through the full term of the contract, including contract renewal periods.

30. SUBCONTRACTORS

30.1 The contractor 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.

30.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors.

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

31. LIQUIDATED DAMAGES

31.1 The contractor and Missouri Lottery (hereinafter referred to as Parties) agree that the damages from the breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the Missouri Lottery from delayed performance, degraded performance, and/or failure to perform in accordance with the requirements set forth herein. The Parties acknowledge and agree that the Missouri Lottery would suffer substantial economic damages and loss of goodwill and public confidence arising from the delayed or incomplete or degraded performance specified. The goods and services to be provided under this contract are not readily available on the open market. In light of the inherent difficulty of calculating damages at the time of breach, the Parties intend to utilize the provisions as set forth below to agree in advance as to a reasonable and appropriate figure on which to liquidate damages. It is the mutual intention of the Parties that the requirements herein provide for liquidated damages to compensate the Missouri Lottery for any event set forth in the subsections below, rather than to penalize the contractor if

such an event occurs. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Missouri Lottery.

31.2 Upon determination that liquidated damages may be assessed, the Missouri Lottery shall notify the contractor of the assessment in writing.

31.3 The contractor may be assessed as liquidated damages the amount of five hundred dollars (\$500) for each drawing for which the contractor does not perform the services described in this contract which is defined to include completely missing an event or arriving after the event has begun.

31.4 All assessed liquidated damages shall be deducted from any monies owed to the contractor by the Missouri Lottery and, in the event the amount due to the contractor is not sufficient to satisfy the amount of the liquidated damages, the contractor shall pay the balance to the Missouri Lottery within 30 calendar days of written notification by the Missouri Lottery. If the amount due to the Missouri Lottery is not paid in full, the balance will be deducted from subsequent payments owed to the contractor by the Missouri Lottery. At the Missouri Lottery's sole option, the Missouri Lottery may obtain payment of assessed liquidated damages through one or more claims upon the performance bond.

32. SECURITY CLEARANCE

32.1 The awarded vendor, and each employee assigned to the contract by vendor, will be required to undergo a Missouri Lottery Security background check to obtain Security clearance. The vendor and each individual the vendor assigns to the contract must submit and obtain, at the vendor's expense, security clearance approval by the Missouri Lottery in order to provide services under this contract.

32.2 By no later than twenty (20) days after notification of award, or prior to the beginning date of the contract, whichever is earlier, the vendor shall facilitate the following, prior to an individual's assignment to the contract, for each individual so assigned:

- Complete and submit a Lottery Employee/Vendor Information Form (Attachment 1).
- Complete the process to submit a fingerprint based criminal history background check for open and closed records through the Missouri State Highway Patrol (MSHP).
 - Note: Pursuant to Section 313.220, RSMo, the Lottery is permitted access to state and federal open and closed criminal history records. For more information on criminal record checks, the vendor can visit the MSHP website:
<http://www.msHP.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>
 - Upon receipt of the submitted Lottery Employee/Vendor Information Form and the results of the fingerprint based criminal history background check for each individual, the Lottery will review the individual for approval. Only approved individuals will be permitted to provide services under this contract.

32.3 In the event Lottery denies anyone or requires that the vendor replace any individual the vendor has assigned to this contract, the vendor shall be allowed at least fourteen (14) days after notification to replace that individual, unless the Lottery determines the individual requires immediate replacement.

32.4 Whenever the vendor changes the individuals it has assigned to this contract, the vendor shall immediately submit to the Lottery a written notification via e-mail addressed to: Security@molottery.com.

32.5 The Lottery shall have the right in its discretion to deny security clearance approval to anyone the vendor assigns to the contract. In the event the vendor or the individuals the vendor has assigned to this contract fail to provide accurate or complete information with respect to this section and the information it requires, the vendor shall be in breach.

33. PARTICIPATION BY OTHER ORGANIZATIONS

33.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women

Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- 33.2 The contractor shall prepare and submit to the Lottery a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Lottery.
 - 33.3 The Lottery will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop, SDVE, and MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the Lottery may cancel the contract and/or suspend or debar the contractor from participating in future Lottery procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Lottery determines that the contractor becomes compliant with the commitment, any funds retained as stated above will be released.
 - 33.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs, other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 33.5 The contractor must obtain the written approval of the Lottery for any new entities. This approval shall not be arbitrarily withheld.
 - 33.6 If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Lottery detailing all efforts made to secure a replacement. The Lottery shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
 - 33.7 No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Lottery. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
34. SUBSTITUTION OF PERSONNEL
The contractor agrees and understands that the Lottery's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Lottery. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Lottery's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Lottery agrees that an approval of a substitution will not be unreasonably withheld.
35. AUTHORIZED PERSONNEL/E-VERIFY
- 35.1 For work performed under the contract, the contractor 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 contractor employs personnel not authorized to work in the United States, the Lottery 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.
 - 35.2 Prior to the performance of any services, a contractor 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 contractor's business

status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.

- 35.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the Lottery on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>
- 35.4 The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

III. PROPOSAL SUBMISSION INFORMATION

1. All questions regarding the RFP process must be directed to the contact person indicated on the first page of the RFP. Vendors may not directly contact members of the Commission or any other Lottery employees concerning this RFP while the proposal and evaluation process is in progress.
2. After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Proposals will be evaluated on the following criteria:

Evaluation Criteria Scoring Category	Maximum Points
Cost	95
Vendor's Experience, Reliability, and Expertise of Personnel	95
MBE/WBE Participation	10
TOTAL	200

Bonus Points:

Blind/Sheltered Workshop Utilization..... 5 to 15 points
 Veteran's Preference..... 3 points

3. The vendor is advised that an evaluation committee and other subject-matter experts shall be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(10)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H).
4. The cost evaluation shall be based on the pricing provided by the vendor in response to the Pricing Page, including contract renewal periods. The total costs for the original contract period and each potential renewal period shall be added together for use as the total cost for cost evaluation purposes. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{95 \text{ maximum cost points}}{100} = \text{Cost evaluation points}$$

The vendor must respond to the Pricing Page with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm and fixed for the contract period stated on page one. Unless stated herein, the Lottery shall assume absolutely no other costs to satisfy the RFP's requirements. Therefore, the successful vendor shall be responsible for any additional costs.

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

5.1 As part of the evaluation process, the Lottery may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor

5.2 The vendor shall agree and understand that the Lottery is not obligated to contact the vendor's references.

6. Vendor shall submit any other information that they feel would help the Lottery evaluate their ability to fulfill the requirements of this contract.
7. Vendor shall submit with their proposal a litigation bond in the amount of twenty-five thousand dollars (\$25,000). The bond shall be in the form of a bond, certified check, bank draft, or bank letter of credit with the Missouri Lottery listed as the payee. Personal or company checks are not acceptable. The RFP number and effective dates shall be specified in the litigation bond.
 - 7.1 The litigation bond would permit the Lottery to recover damages or costs incurred if the vendor should bring suit on frivolous or unreasonable grounds or in bad faith and subsequently loses the case.
 - 7.2 The litigation bond shall remain in force for all vendors for one (1) year from the date the proposal responses were due.
8. Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation
 - 8.1 In order for the Lottery to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - A. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - B. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of this 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 this contract, it shall not be considered a valid added value to this contract and shall not qualify as participation in accordance with this clause.
 - C. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
 - 8.2 The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
 - A. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
 - B. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
 - C. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
 - D. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.
 - 8.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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8.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal:

- A. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit B, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
- B. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit C, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

8.5 Commitment – If the vendor's proposal is awarded this contract, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit B, Participation Commitment 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 Lottery from the contract.

8.6 Definition -- Qualified MBE/WBE:

- A. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- B. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- C. Minority is defined as belonging to one of the following racial minority groups: Black, American Indian, Hispanic, Asian American and other similar racial minority groups as per Section 37.014, RSMo. Also included are Alaskan Natives, Pacific Islanders, and Aleuts.

9. Organizations for the Blind and Sheltered Workshops

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

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

- A. Meet the qualifications outlined in section 34.165, RSMo and 1 CSR 40-1.050.

- B. 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 five thousand dollars (\$5,000) or two percent (2%) of the total dollar value of the contract for purchases not exceeding ten million dollars (\$10,000,000).
 - C. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - D. 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:
 - Participation Commitment - The vendor must complete Exhibit B, Participation Commitment, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- 9.3 A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten million dollars (\$10,000,000).

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

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

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

- 9.4 Commitment – If the vendor’s proposal is awarded this contract, the blind or sheltered workshop participation committed to by the vendor on Exhibit B, Participation Commitment, 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 Lottery from the contract.

10. Service-Disabled Veteran Enterprises (SDVEs) Preference

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

A. In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the vendor proposing a SDVE participation percentage meets or exceeds the three percent (3%) of the total contract value commitment and provides the required documentation, then the vendor shall be assigned the three (3) bonus points. The vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete Exhibit B, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include evidence of the SDVE’s qualifications.

B. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit B, Participation Commitment, 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 Lottery from the contract.

C. 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.

11. Business Compliance Requirements

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 Lottery will review the vendor's response to the following Business Compliance Exhibits:

a. Business Compliance Exhibit D, 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 has properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. Business Compliance Exhibit E, 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 and 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 F, 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#:~: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 F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

d. Business Compliance Exhibit G, 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 H, 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 I, 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 addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. 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 Lottery. 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., workers' compensation/unemployment compensation)

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

12. SECURITY

- 12.1 Vendor shall complete and submit with the proposal the **Corporate Vendor Information Form (Attachment 2)**, and shall agree to provide other information that may be needed later to complete background investigations of the contractor's employees.
- 12.2 Vendor shall submit in the proposal a list summarizing pending litigation that could affect vendor's ability to meet the terms of the contract. Failure to list such litigation may result in rejection of vendor's proposal or be considered in determination of any subsequent contract.

IV. PRICING PAGE

1. Vendor shall provide a firm, fixed per-hour price for providing the services described in this RFP. The prices quoted shall be for the hours actually spent at the drawings and shall be rounded to the nearest one-tenth of an hour for billing purposes. This fee must include all management time, driving time and all other expenses necessary to perform this contract. The per-hour fee will be the only fee chargeable to the Lottery by the contractor.

DRAWING OBSERVATION fee: \$_____per hour

2. Vendor shall state the maximum percentage of increase that could be charged if the renewal options are exercised. The percentages are to be calculated as a percentage over the ORIGINAL hourly price quoted above.

First Renewal Period _____ % Over ORIGINAL Contract Price
Second Renewal Period _____ % Over ORIGINAL Contract Price
Third Renewal Period _____ % Over ORIGINAL Contract Price

Vendor's Authorized Signature _____ Date _____

EXHIBIT A

EXPERIENCE, RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL
(Evaluation is 95 points)

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

A.1 EXPERIENCE:

1. The vendor should describe the history and nature of the company in providing similar requirements in this RFP. The vendor should indicate the number of years its firm has been providing the requirements in this RFP.
2. Utilizing the table below (or in a similar format), the vendor should provide up to five (5) references that may be contacted related to previous and current contracts pertaining to the proposed solution which are similar to the requirements of this RFP.

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

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced contract work:	
Contact Phone Number:	
Contact Email Address: *please verify accuracy of email address*	
Applicable Dates of Contract Work	
Description of Work Performed:	

A.2 RELIABILITY:

1. The vendor should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The vendor should document how sufficient resources will be provided to the Lottery.
2. The vendor should describe its organization as it relates to the reliability and market strength/stability of the organization.
3. The vendor should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Vendor should disclose any corporate affiliations regarding other service organization affiliations, etc.
4. The vendor should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceedings, pending or threatened against the vendor's organization. Explain any such

circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.

5. The vendor should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

A.3 EXPERTISE OF PERSONNEL:

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

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

EXHIBIT B, 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://o eo.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://o eo.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)			%	%

REMINDER: The vendor must also provide a properly completed Exhibit C, **Documentation of Intent to Participate Form**.

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) <i>(must minimally be 2%)</i>			%

*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) <i>(must minimally be 3%)</i>			%

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

EXHIBIT C, 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 first page of the RFP of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Lottery.

- Business Compliance Exhibit D, State of Missouri Tax Compliance
- Business Compliance Exhibit E, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit G, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit H, Services Outside the United States
- Business Compliance Exhibit I, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT D,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, state agencies are 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 <input type="checkbox"/> No <input type="checkbox"/>
If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT E,
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://www.mo.gov/business> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
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	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(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	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(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	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>

Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>
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**BUSINESS COMPLIANCE EXHIBIT F,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <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 including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, 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 state agency 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 F,
 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 F,
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 _____ 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

**BUSINESS COMPLIANCE EXHIBIT F,
 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 G,
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:

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.

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.

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

- | |
|--|
| <p>BOX A: To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p>BOX B: To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u>.</p> <p>BOX C: To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u>.</p> |
|--|

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 state agency 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 state agency 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 H,
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? <u>If the answer is “yes”, then provide the information below.</u> If the answer is “no”, then the vendor does not need to complete the rest of this exhibit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
<p>Mark the appropriate exemption below, and provide the requested details:</p> <p>(a) <input type="checkbox"/> 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: _____</p> <p>(b) <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____</p> <p>(c) <input type="checkbox"/> 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: _____</p> <p>(d) <input type="checkbox"/> 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: _____ %</p>		

**BUSINESS COMPLIANCE EXHIBIT I,
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:	_____ %

ATTACHMENT 1 (continued)

3. Work History *List **complete** work history for the past five years.*

Company Name	Address (Street, City, State & Zip)	Phone Number	Begin Date	End Date

4. List all states where you have lived _____

5. Have you ever been convicted or pleaded guilty to any criminal offense?

- No Yes

Do you have any criminal charges pending against you at this time?

- No Yes

If yes, give the name and type of offense and the city, state, and date of occurrence:

6. Personal References *(Provide complete information on three references whom you have known for at least five years, **excluding co-workers and relatives.**)*

1) Name _____

Address _____

Telephone (work) _____ (home) _____

Occupation _____ Years Acquainted _____

2) Name _____

Address _____

Telephone (work) _____ (home) _____

Occupation _____ Years Acquainted _____

ATTACHMENT 1 (continued)

3) Name _____

Address _____

Telephone (work) _____ (home) _____

Occupation _____ Years Acquainted _____

7. Release

I hereby authorize and request release to the State of Missouri, the Missouri State Highway Patrol, and the Missouri Lottery Commission, any and all records and information, including but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I understand that the Missouri State Highway Patrol and the Missouri Lottery will conduct a background investigation before rendering a decision regarding my eligibility to provide contractual services to the Missouri Lottery Commission and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigations, release from liability or responsibility the State of Missouri and all other persons, entities, firms, corporations, and institutions supplying the requested information.

Name printed _____

Signature _____ Date _____

ATTACHMENT 2



Corporate Vendor Information Form

THIS FORM MUST BE COMPLETED BY ALL PROSPECTIVE VENDORS OF THE Missouri Lottery.

ONLY COMPLETED FORMS WILL BE ACCEPTED.

1. **Corporate Name:** _____

Address: _____

Telephone: _____

State of Incorporation: _____

2. List any fictitious filings in any jurisdiction for the corporation together with the political entity with whom such name is filed:

3. List all officers, directors-past and present-of the corporation for the last five (5) years, dates of birth, their driver's license numbers and the states of issuance. At your option, you may supply social security numbers in addition to the requested information.

4. In the last five (5) years, has your corporation ever been:

Bankrupt:† **Insolvent:**† **Receivership:**† **Trusteeship:**†

Court: _____

Court Location: _____

Docket Number: _____

None of the above:†

ATTACHMENT 2 (continued)

5. In the last five (5) years, has your corporation been involved in any civil litigation? No Yes

- If yes, list cause of action, court, name, location and docket numbers:

6. List casualties or losses suffered by your company the last five (5) years:

7. List all foreign investments:

8. If the corporation is a wholly-owned subsidiary or has interlocking board of directors, please list:

A. Corporation name (*parent subsidiary*) _____

Address: _____

Telephone: () _____

B. Fictitious names with the political entity in which such name was filed:

C. Officers, directors-past and present –for the last five (5) years:

9. List each location where business records of your corporation are kept and type of business records at each location:

10. List each political entity in which the corporation is licensed to do business

11. List all fictitious names, together with the name of political entity in which such fictitious names have been filed:

ATTACHMENT 2 (continued)

12. Has your corporation or its officers ever entered a plea of guilty or no contest; for any felony or gambling offense regardless if the plea was considered a conviction under the jurisdiction in which it was made?

No Yes

If yes please explain: _____

13. Has your corporation or any of its officers been convicted of a felony or gambling offense of any kind?

No Yes

If yes, please explain: _____

14. Have you or your company ever purchased a tax stamp for wagering or gambling from the federal government or any other political entity?

No Yes

15. List your outside CPA firm (with complete address) most familiar with your company's financial condition:

By signing this form, I acknowledge that I am authorized to provide this information and sign as a representative of the entity on whose behalf I have signed, that the information provided herein is accurate and complete, and that the entity waives its accountant-client privilege to the extent necessary for the Lottery to conduct an evaluation or investigation of the entity before rendering a decision regarding its eligibility to provide contractual services to the Lottery.

Authorized name and title (*printed*):

Authorized signature

Date

Missouri Lottery Corporate Vendor Information Form Updated December 30, 2013

Missouri Lottery Operations Division