

State of Missouri
Missouri Lottery Commission
REQUEST FOR PROPOSAL

RFP NO: 00801
ISSUE DATE: February 4, 2021
RETURN PROPOSALS BY: March 22, 2021 at 3:00 p.m.
CONTACT NAME: Judy Martin (573)526-7460
Judy.martin@molottery.com
TITLE: Auditing Services
CONTRACT PERIOD: Date of award through June 30, 2022
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 four 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 to perform audit services as described herein. Firms must be licensed to practice in the State of Missouri and have an office in Missouri 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 March 22, 2021. Proposals received after 3:00 p.m. March 22, 2021 will be marked late and will not be opened or evaluated.

The offeror 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 offeror and the Missouri Lottery.

PLEASE PRINT THE FOLLOWING INFORMATION EXCEPT FOR THE REQUIRED SIGNATURE:

Offeror'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) _____

Offeror's Authorized Signature _____ Date _____

NOTICE OF AWARD

This proposal is accepted by the Missouri Lottery.

May Scheve Reardon, Executive Director

Date

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of auditing services as set forth herein.

1.2 RFP Questions:

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

1.2.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the contact indicated on the first page of this RFP. It is preferred that questions be emailed. Vendors and their agents may not contact any other Lottery employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact judy.martin@molottery.com.

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

1.2.4 Upon the Lottery's consideration of questions and issues, if the Lottery determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFP addendum. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP.

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

1.3 Background Information:

1.3.1 Mission: The Missouri Lottery helps fund educational opportunities for Missouri students, support Missouri businesses, and entertain millions.

1.3.2 Vision: The Missouri Lottery strives to be an innovative leader in the Lottery industry and a trusted and valued partner for public education.

1.3.3 Lottery Commission: The Missouri Lottery Commission is a constitutional body of the State of Missouri. The Lottery Commission consists of a five-member commission, which is appointed by the Governor with the advice and consent of the Missouri Senate. The Lottery Commission is charged with the responsibility of operating a lottery in order to generate revenue for the State of Missouri. All profits generated by the Missouri Lottery are transferred to the Lottery Proceeds Fund, which are used for elementary, secondary, and higher education in the state. The Lottery Commission employs an executive director and staff who are responsible for the day-to-day management and operation of the Lottery.

1.3.4 Games: To reach the mission outlined above, the Missouri Lottery offers a variety of lottery games to the public including Scratchers and Draw (Numbers) Games. Additional information regarding the games can be found on the Lottery's website at www.MOLottery.com.

1.3.5 Retailers: The games are sold by a network of 4,700 retailers across the state. Gaming services and supplies (including tickets) are provided by the Missouri Lottery. Scratchers and Draw Games retailers earn a commission of 5 percent for all sales and currently can receive a 2 percent cashing incentive. More than 4,000 of the retailers sell the Scratchers games and also the Draw (Numbers) Games which require installation of a terminal that dispenses tickets at the retail location, and 900-plus retailers sell the Club Keno game in social atmospheres.

1.3.6 Website: The Missouri Lottery website, www.MOLottery.com, provides valuable information aligning with the mission to generate funds for public education, support Missouri businesses and entertain millions. The site aids in transparency by showcasing our beneficiaries and providing a clear picture of where Lottery proceeds have been spent on education. The site also provides a section for retailers containing resources and materials they may need to sell Lottery products. As for the group that drives the most traffic to MOLottery.com, Missouri Lottery players, the site provides them with desired information such as winning numbers, game rules, current promotions, and other components to keep them informed and engaged.

1.3.7 The Missouri Lottery (“Lottery”) is headquartered in Jefferson City, Missouri, with regional offices in Kansas City, St. Louis, and Springfield. The majority of the field work required under this contract will take place in Jefferson City.

1.3.8 Under the current auditing contract, the field work has taken three to four people an average of one to two weeks to complete.

1.3.9 The Lottery prepares and provides the auditing firm with lead schedules for all financial accounts with all supporting documentation.

1.3.10 The Lottery prepares a Comprehensive Annual Financial Report (CAFR). Copies of previous CAFRs may be viewed at:

http://www.molottery.com/where_the_money_goes/financial_reports.shtm

1.4 Subcontractor Resources:

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

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

1.4.2 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>

1.4.3 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>
<http://www.alphapointe.org>

1.4.4 A list of Certified Service Disabled Veteran Business Enterprises (SDVE) can be found at the following website.

<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>

2. TERMS AND CONDITIONS

- 2.1 **Applicable Laws and Regulations** – The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and State of Missouri.
- 2.2 **Negotiations** – Any competitive negotiation must have occurred prior to contract award in accordance with Chapter 34, RSMo., 1 CSR 40-1.050 and as stated in this RFP. The State of Missouri does not negotiate contracts after award.
- 2.3 **Business Registration** - The contractor must meet the requirements for conducting business in the State of Missouri. 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.
- 2.4 **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. As required by section 34.040.7, RSMo., no contract shall be awarded to a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.
- 2.5 **Legal Proceedings** – For any legal action or other proceedings, per Section 27.050 and Section 27.060 RSMo., and 313.350 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 circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- a. **Arbitration and Attorneys' Fees** - The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state 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 on the state.
- 2.6 **Indemnification** – Pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.
- 2.7 **Invoicing and Payment** – Invoicing and payments must follow Section 33.120, Section 34.055, and Section 34.057 RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.
- 2.8 **Authorized Personnel** – 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 state 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.
- a. 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.

- b. The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo., to the state on an annual basis.
- c. The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

2.9 **Offshore Work:** Any work performed outside of the United States for the contract must comply with Executive Order 04-09.

2.10 **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.

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

2.12 **Record Access** – The State Auditor shall be granted access to records/items as stated in section 29.235, RSMo.

2.13 **Data Breach** – The contractor must comply with section 407.1500, RSMo. in the event of a data breach.

2.14 **State Preferences** – If the contractor's awarded contract included state preferences, the contractor must comply with the rules applicable to those preferences including:

Section 34.165 RSMo for Organizations for the Blind/Sheltered Workshops;
 Section 34.074 RSMo for Service Disabled Veteran Enterprises;
 Section 37.020 RSMo for Minority Business Enterprises and Women's Business Enterprises;
 Section 34.070 and Section 34.073 RSMo for Missouri business preferences;
 Section 34.350 to 34.359 RSMo for the Buy American Act.

2.15 **Non-Appropriation of Funds** – The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or have been withheld, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23 and 27, and in sections 33.030 and 33.065, RSMo.

2.16 **Americans with Disabilities Act** – In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

2.17 **Governance** – The State of Missouri Constitution and all State of Missouri Laws, Rules and Regulations, Executive Orders, and the State of Missouri's contractual provisions shall govern over the contract regardless of any order of precedence identified in the contractor's proposal or other contract related documents.

3. GENERAL REQUIREMENTS

3.1 Contract Definition:

- 3.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) any clarification of the proposal, and (4) the Missouri Lottery's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The contractor shall agree to furnish any and all equipment, supplies and/or services specified in the contract, at the prices quoted therein.
 - b. A notice of award issued by the Missouri Lottery does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the Missouri Lottery, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Lottery.
 - c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - d. State agencies may sign or "click-through" accept contractor license agreements or other agreements if required by the contractor in order to receive products and/or services; however, all provisions of such agreements that conflict with contract provisions or impose provisions upon the Lottery that are not present in the contract shall be deemed rejected by the Lottery and shall have no force or effect.

3.2 Contract Amendment:

- 3.2.1 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Lottery prior to the effective date of such change. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- a. It is understood and agreed that any amendment for transition services under the "Transition" requirements elsewhere herein shall only require issuance by the Lottery and the contractor shall agree to such amendment.

3.3 Contract Period:

- 3.3.1 The original contract period shall be as specified on the cover page of the RFP unless otherwise specified on the contract notice of award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 3.3.2 The Lottery shall have the right, at its sole option, to renew the contract for four (4) additional one-year period(s), or any portion thereof. In the event the Lottery exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

3.4 **Governance:**

- 3.4.1 The State of Missouri Constitution and all State of Missouri Laws, Regulations, Rules, or Executive Orders, the State of Missouri's provisions shall govern over the contract regardless of any order of precedence identified in the contractor's proposal or other contract related documents.

3.5 **Contract Pricing:**

- 3.5.1 All prices shall be firm, fixed, and as indicated in the Pricing Page Exhibit. The Lottery shall not pay nor be liable for any other additional costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.
- 3.5.2 If the option for renewal is exercised by the Lottery, the contractor shall agree that all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Contract pricing shall not be increased for the renewal periods, and the Lottery reserves the right to request and negotiate for lower pricing to take effect for the renewal option period(s).

3.6 **Termination for Convenience:**

- 3.6.1 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. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the Lottery pursuant to the contract prior to the effective date of termination.

3.7 **Cancellation for Breach of Contract:**

- 3.7.1 In the event of material breach of the contractual obligations by either party, the aggrieved party shall give the other party an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 30 calendar days from notification, or at a minimum the other party must provide the aggrieved party within 30 calendar days from notification a written plan detailing how the other party intends to cure the breach. The aggrieved party will notify the other party in writing if the cure plan is approved or if revisions are required.
- 3.7.2 If a party fails to cure the breach, the aggrieved party may issue a notice of cancellation terminating the contract immediately.
- 3.7.3 If the aggrieved party cancels the contract for breach, the aggrieved party shall be entitled to any legal remedies permitted under applicable law, subject to any specific limitation of liability in the contract.

3.8 **Transition:**

- 3.8.1 Upon award of the contract, the contractor shall work with the Lottery and any other organizations designated by the Lottery to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Lottery.
- 3.8.2 Upon expiration, termination, or cancellation of the contract, the contractor shall work with the Lottery and any other organizations designated by the Lottery to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract. If requested by the Lottery, the contractor shall provide and/or perform any or all of the following responsibilities:
- a. 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 service prior to the expiration of the contract.

- b. 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 180 calendar days (or 60 calendar days in the event of termination by the State of Missouri for breach) 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.
- c. Unless specified elsewhere herein, there shall be no additional costs paid to the contractor for transition services.

3.9 **Transfer of Contract Interest:**

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

3.10 **Contractor Liability:**

- 3.10.1 The contractor understands and agrees that as between the parties, the contractor is responsible for any acts or omissions of the contractor's officers, employees, consultants, subcontractors, suppliers, agents, or any other person or entity, in each case that is engaged or used by the contractor to perform any contractual duty, or to perform any duty in furtherance of the contractor's contractual obligations, while they are thus performing contractor's contractual obligations.
- 3.10.2 The contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, shall be limited in the aggregate to 150% or one and one-half times the total yearly contract price for the awarded solution, subject to the exceptions listed in the section below. The total yearly contract price shall be the total amount for all goods and services ordered by the state for the applicable fiscal year, at the prices stated on the schedules in the Pricing Page Exhibit, and as modified by any amendment to the contract after award.
- 3.10.3 The contractor's foregoing limitation of liability in the section above shall not apply to any of the following circumstances:
 - a. Claims by the state for reckless, fraudulent, intentional tortious, or criminal actions by the contractor, its employees, or its subcontractors.
 - b. Claims brought against the state by third parties for bodily injury to person(s) or damage to real or tangible personal property caused by the direct negligence of the contractor, or by an employee or subcontractor of the contractor. The contractor's liability for such claims shall be limited to \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - c. Non-contractual claims arising out of bodily injury to the person and/or damage to the real or tangible personal property of the state, employees or agents of the state, persons designated by the state for training, or any other person(s), other than agents or employees of the contractor, that are designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables, whether occurring at the contractor's site, the state's place of business, or some other location, provided that the injury or damage was caused by the direct negligence of the contractor or by an employee or subcontractor of the contractor. The contractor's liability for such claims shall be limited to \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - d. Costs or attorneys' fees that the state becomes entitled to recover as a prevailing party in any action, if authorized by law.

- e. The liability under the section entitled “Inventions, Patents, and Copyrights” identified elsewhere herein or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.
- f. The contractor’s breach of confidentiality, or the exposure or disclosure of the state’s data and records without prior written authorization in breach of this contract, including without limitation breach of obligations under rules issued pursuant to the federal Health Insurance Portability and Accountability Act (“HIPAA”). The contractor’s liability for such breaches shall be limited to \$5,000,000 in the aggregate, but such limit shall not apply if the breach is due to an intentional tortious, reckless, or criminal act by the contractor or by its employees, subcontractors, or other personnel.
- g. Liability imposed against the state for contractor’s or its subcontractor’s violation of any applicable federal law in performing its obligations hereunder that results in a direct financial loss to the Lottery.

3.10.4 The contractor agrees that for any claim against the State of Missouri in tort, contract, or other legal theory that the state’s liability shall be limited in the aggregate to no more than the total yearly contract price for the goods and services ordered by the Lottery for the applicable fiscal year.

3.10.5 No provision of this contract shall be construed to waive or limit the state’s sovereign immunity or any other immunity from suit provided by law.

3.10.6 Except as may be otherwise provided in this contract, in no event shall either party to the contract be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if notification has been given as to the possibility of such damages. Unless specifically provided for in the RFP or an amendment, neither party may recover attorney’s fees or costs for any action.

3.11 **Insurance**

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

3.12 **Single Point of Contact and Responsibility:**

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

3.13 **Contractor Status:**

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

3.14 Subcontractors:

- 3.14.1 The contractor shall expressly understand and agree that they 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.
- 3.14.2 The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 3.14.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Lottery and the contractor.
- 3.14.4 The contractor must obtain the approval of the Lottery prior to establishing any new subcontracting arrangements and before changing any subcontractors.

3.15 Participation by Other Organizations:

- 3.15.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
 - a. The contractor shall prepare and submit to the 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.
 - b. The Lottery will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Lottery in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Lottery determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Lottery for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the 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.

- d. No later than 30 days after the first year of the contract, 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 Lottery's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

3.16 **Substitution of Personnel:**

- 3.16.1 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.

3.17 **Coordination:**

- 3.17.1 The contractor shall fully coordinate all contract activities with those activities 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 or the Lottery throughout the effective period of the contract.

3.18 **Property:**

- 3.18.1 With the exception of the contractor's intellectual property, including copyrighted software, the contractor shall agree and understand that all data, reports, materials, documentation, business rules, software customizations and configurations, etc., which are developed by the contractor as a result of the contract shall become the property of the Missouri Lottery, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Lottery. Upon expiration, termination, cancellation, or completion of the contract, said items shall become the property of the state, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Lottery.

- a. The state understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights. The contractor grants to the Lottery a non-exclusive, fully-paid up license to use any contractor materials contained in a deliverable in connection with its use thereof upon full payment to the contractor.
- b. The contractor shall further agree that no material prepared as required by the contract shall be released to any party without the prior written consent of the Lottery.
- c. The contractor shall provide a quarterly execution of agreed upon transfer process in order to verify accuracy and availability of the transfer process, as well as any other purpose deemed by the Lottery.

- 3.18.2 The state shall be the sole owner of all information that any state user places in the system to utilize the service, and contractor's personnel, agents, and subcontractors shall not access such state information except as required to provide technical support for the service. The contractor's personnel and subcontractor personnel shall be bound by a non-disclosure agreement protecting the state information. The

state information may not be utilized for any purpose or provided to any third party without the express written permission of the state.

- 3.18.3 The contractor shall employ the use of any and all safeguards necessary to prevent the inappropriate use or disclosure of confidential information, system interfaces, application software, and other components of the service, including at primary and secondary locations, disaster recovery locations, and any other locations where state information is retained or processed.
- 3.18.4 The contractor shall hold all state data, state information, and any other property of the state for a minimum of sixty (60) calendar days after the termination, cancellation, expiration, or completion of the contract, subject to the directions of the Lottery as set out herein.
- a. If the state requests return of any state property during the sixty (60) calendar day period, the contractor shall retrieve all state data, state information, and any other property of the state from all of its employees, agents, and subcontractors within five (5) business days. The return of any state data shall comply with the "Extraction or Return of State Data" provisions of the RFP. If, for any reason, the process of returning the state property goes beyond the (60) calendar days set out above, the contractor shall hold and not delete, destroy, or erase any data, information or other property of the state until the Lottery confirms a successful transfer.
 - b. The contractor shall not take any action to intentionally erase any data or digital content from the solution until the Lottery confirms that the data and digital content has been successfully transferred to the Lottery, or the Lottery informs the contractor in writing of such data or digital content that may be permanently deleted.
 - c. Except as stated in the contract, there shall be no additional charge for any conditions or contingencies whatsoever for holding, retrieving, and return of any state property.
- 3.18.5 Upon request of the Lottery, the contractor shall delete the data and digital content in its systems or otherwise in its possession or under its control. The contractor shall dispose of all data and digital content in all of its forms including digital storage media and paper. The data and digital content shall be permanently deleted and shall not be recoverable, according to the National Institute of Standards and Technology or other state approved comparable industry standard methods. The contractor shall provide a certificate of destruction to the state within seven (7) days after receipt of written request from the state. There shall be no cost to the state for permanent deletion of the state's data and digital content.

3.19 **Inventions, Patents, and Copyrights:**

- 3.19.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.19.2 The state Attorney General has the right to appear and defend the state in any legal action. If the Attorney General authorizes it, then the contractor shall have the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any performance and/or product or any part thereof supplied or produced by the contractor to the state under this agreement.
- 3.19.3 The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor authorization to defend the state, and supplies the proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use,

lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

3.19.4 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the State in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

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

3.20 **Software Piracy Prohibition:**

3.20.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the state shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the state determines that the contractor is in violation of this paragraph, the state may exercise any remedy available at law including without limitation immediate termination of the contract and any remedy consistent with United States copyright laws.

3.21 **Records:**

3.21.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted standard accounting principles (GAAP) or International Financial Reporting Standards (IFRS).

a. The contractor shall make all such records, books, and other documents relevant to the contract available to the Lottery and its designees and the Missouri State Auditor in a format acceptable to the Lottery at all reasonable times during the term of the contract and for three (3) years after the termination of the contract or for any longer period of time required by law.

b. The contractor shall permit the Lottery, auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the Lottery and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure.

3.22 **Confidentiality:**

3.22.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and

that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Lottery.

3.22.2 If required by the Lottery, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.23 Nonexclusive Rights:

3.23.1 Nothing in this RFP or any contract resulting from this RFP shall preclude the Lottery from purchasing unique or legally protected/licensed scratch lottery games, equipment or other services, etc., for its use from any other source, at the sole discretion of the Lottery.

3.24 News Releases:

3.24.1 The contractor shall not issue any news releases pertaining to the award of or performance of the contract without prior approval by the Lottery, and then only in cooperation with the Lottery.

3.25 Contractor's Employees Not To Play Missouri Lottery Games:

3.25.1 The contractor shall agree and understand that all the contractor's employees assigned directly to the Lottery account and any persons living in their household shall be prohibited from playing any games produced by the contractor for the Lottery during the effective period of the contract.

3.26 Force Majeure:

3.26.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Such causes may include, however are not restricted to: acts of God, acts of civil or military authority, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes or other natural disasters, war, riots or strikes. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

3.27 Actions, Suits, or Proceedings:

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

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

3.28 Prohibition of Electronic Interference:

3.28.1 The contractor agrees that in the event of any dispute with the state regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the operation of, or agency access to any software perpetual licenses, subscription licenses, software maintenance agreements, and agreements for hosting services without first obtaining a valid court order authorizing same in accordance with the provisions herein. The state shall be given proper written notice and an opportunity to

be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the state. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

3.29 **Material Delay by State:**

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

3.30 **Delivery:**

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

3.31 **Warranties and Representations:**

3.31.1 The contractor represents and warrants that:

- a. The contractor has the full right, power and authority to enter into the contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder.
- b. The contractor is qualified and registered to transact business in all locations where required.
- c. All written information furnished to the state by or for the contractor in connection with the contract, including its bid, is to the best of contractor's knowledge and belief true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- d. The contractor shall perform all services in a professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and shall devote adequate resources to meet its obligations under the contract.
- e. The software, services and deliverables shall not infringe upon any U.S. patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against contractor by any third party based on alleged violation of such right.
- f. Unless otherwise specified herein, the solution, upon final acceptance by the state, will conform, in all material respects to the requirements, specifications, functions, descriptions, standards, and requirements set forth in the contract.
- g. The contractor shall warranty the solution for a minimum of ninety (90) days from the date of final acceptance of the solution. The contractor shall correct any failure of the solution to operate in accordance with the performance warranty set forth above at no additional cost to the state.
- h. If the contract is for a SaaS solution, during the term of the contract, the use of any third-party software licensed by the state through the contractor ("Licensed Third Party Software"), as incorporated in or otherwise used in conjunction with the solution (if hosted at the primary or disaster recovery site),

shall not violate any corresponding third-party software license agreement or end user license agreement, and provided that the state complies with all relevant directives received from the contractor, it shall be the contractor's sole responsibility to ensure the state's compliance with such agreements. Further, during the term of the contract, and again provided that the state complies with all relevant directives received from the contractor, the contractor hereby represents and warrants that it shall be solely liable to pay for any additional license or maintenance fees associated with the state's non-compliance with any Licensed Third Party Software license agreement or end user license agreement.

- i. If the contract is for a SaaS solution, the contractor shall obtain, at its own expense (if any) a waiver of any audit rights applicable to the state during the term of the contract that are contained in any third-party software license agreement or end user license agreement for Licensed Third-Party Software. Any audit rights during the term of the contract will apply solely to the contractor's (or its subcontractors) facilities and systems that host the solution (including any disaster recovery site), and regardless of anything to the contrary contained in any Licensed Third Party Software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against state systems or networks during the term of the contract.
- j. Notwithstanding anything to the contrary contained in any Licensed Third-Party Software license agreement or end user license agreement, the state shall not indemnify any Licensed Third-Party Software provider for any reason whatsoever during the term of the contract, and the contractor shall assume any state indemnification obligations under any Licensed Third-Party Software license agreement or end user license agreement.
- k. The foregoing warranties and other express warranties contained within this agreement are in lieu of, and the parties expressly disclaim, all other warranties express or implied including without limitation the warranties of merchantability and fitness for a particular purpose.
- l. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said deliverable, and such warranty shall run for the period stated herein, notwithstanding the cancellation, termination, or expiration of the contract.

3.32 **Conflict of Interest:**

- 3.32.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 3.32.2 The contractor agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

3.33 **Remedies and Rights:**

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

3.34 Communications and Notices:

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

3.35 Anti-Discrimination Against Israel Act Contractor Requirements:

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

3.35.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increase to ten or more during the life of the contract, then the contractor shall submit to the Lottery a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

3.35.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Lottery a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

3.36 Non-discrimination and Affirmative Action:

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

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

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

3.37 Survivability of Terms:

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

3.38 Inspection and Acceptance:

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

3.39 Invoicing Requirements:

- 3.39.1 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.
- 3.39.2 The contractor shall submit itemized invoices in accordance with the requirements stated in the contract and no later than the time period specified in RSMo 33.120, unless more restrictive requirements are established by state or federal law or regulation. The contractor shall not invoice federal or state tax.
- 3.39.3 Final invoices are due by no later than thirty (30) calendar days after the expiration of the contract. The Lottery shall have no obligation to pay any invoice submitted after the due date.
- 3.39.4 If a request by the contractor for payment or reimbursement is denied, the Lottery shall provide the contractor with written notice of the reason(s) for denial.
- 3.39.5 If the contractor is overpaid by the Lottery, upon official notification by the Lottery, the contractor shall provide the Lottery (1) with a check payable as instructed by the Lottery in the amount of such overpayment at the address specified by the Lottery or (2) deduct the overpayment from the monthly invoices as requested by the Lottery.

3.40 Payment Requirements:

- 3.40.1 All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.
- 3.40.2 The Lottery and the State of Missouri do not pay state or federal taxes unless otherwise required under law or regulation.
- 3.40.3 The Lottery assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- 3.40.4 Payments are due upon receipt of a valid invoice, payable in 30 days. All invoices for equipment, supplies, and/or services purchased by the Lottery shall be subject to late payment charges as provided in section 34.055, RSMo.

- 3.40.5 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 return a completed state Vendor Input/ACH-EFT Application, which is available in electronic form and is accessible and downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 3.40.6 Payments due under the terms of the contract shall be made by the Lottery upon receipt and approval of a properly itemized invoice.
- 3.40.7 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, the Lottery may withhold payment until such work or services is provided.

3.41 Security Clearance:

- 3.41.1 A security clearance using personal identifying information will be required of the successful contractor and all employees of the contractor or subcontractor assigned to the contract, except as agreed to in writing by the Lottery's Executive Director. Any unanticipated or new employees who will be assigned to the service must also receive security clearance before any performance under the contract. Exhibit J - Vendor Information Form must be completed for the contractor's corporate officers, the contractor's parent company corporate officers, and the account representative after award of the contract. For other employees assigned to the account, a listing of full names, addresses, job titles, birth dates, driver's license numbers and issuing state, and social security numbers shall be submitted within 30 days of the date of award of the contract.
- 3.41.2 The Lottery reserves the right to review all security clearances and to deny any contractor's employee access to restrictive areas or to any areas specified by the contract.

4. SCOPE OF WORK

- 4.1 The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified certified public accounting firms licensed to practice in the State of Missouri and who have an office in Missouri to provide the following professional services:

4.1.1 AUDIT OF STATEMENTS

- a. The contractor shall perform an audit of the Lottery's annual financial statements in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and express an opinion thereon.
- b. The contractor shall evaluate and report on the Lottery's system of internal controls over financial reporting based on a study made as a part of the audit of the financial statements.
- c. The scope of the examinations required under this Section of the contract must include a test of compliance with constitutional provisions, statutes, and administrative rules and regulations affecting the Lottery's operation.
- d. The contractor shall complete the audit by October 15 of each year unless otherwise specified by the Lottery's Chief Financial Officer.
- e. The contractor shall provide guidance in the preparation of the Comprehensive Annual Financial Report (CAFR).
- f. The contractor shall be compensated for the work performed under this Section of the contract according to the prices stated in Exhibit A – Pricing Page.

- 4.1.2 The contractor must provide copies of the work papers from the above-mentioned examinations to the Missouri State Auditor's Office at no additional charge when requested.
- 4.1.3 The contractor shall provide representation at the Missouri Lottery Commission meetings, as necessary, to provide results/opinions of the examinations provided under this contract at no additional cost to the Lottery.
- 4.1.4 The contractor shall obtain prior approval from the Lottery's Chief Financial Officer for any per diem billings.
- 4.1.5 The Lottery shall have the right to accept or reject any proposed staff assigned to perform work on behalf of the contractor for this contract.

5. PROPOSAL SUBMISSION INFORMATION

5.1 Submission of Proposals:

5.1.1 Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

5.1.2 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the Lottery is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).
- b. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- d. Each of the following sections should be titled and all material related to that category should be included therein:
 - 1) Cost
 - Exhibit A - Pricing Page
 - 2) Offeror's Experience, Reliability, and Expertise of Personnel
 - Exhibit B
 - 3) Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit C - Participation Commitment
 - Exhibit D - Documentation of Intent to Participate
 - 4) Miscellaneous Information

- Exhibit E - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation
- Exhibit F - Anti-Discrimination Against Israel Act Certification
- Exhibit G - Miscellaneous Information
- Exhibit H - Vendor Exception Exhibit
- Exhibit I - Vendor Information Form

5.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Lottery reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations.

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

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

5.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

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

5.2.5 Negotiations will not be conducted subsequent to contract award.

5.3 Evaluation and Award Process:

5.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Cost	100 points
Experience, Expertise and Reliability	90 points
MBE/WBE Participation	10 points
TOTAL	200 points

5.3.2 The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

5.3.3 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Lottery. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Lottery.

5.3.4 In the event only one proposal is received, the Lottery reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable. Such determination shall be based upon information submitted in the proposal.

5.4 Evaluation of Cost:

5.4.1 Pricing – The offeror must provide pricing as required on Exhibit A - Pricing Page.

5.4.2 Objective Evaluation of Cost –

a. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{100} = \text{Assigned Cost Points}$$

5.5 Evaluation of Offeror's Experience, Expertise and Reliability and Methodology and Functionality:

5.5.1 Experience, expertise and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, the offeror's experience in past performances, and experience and qualifications, including education and training, of proposed personnel, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. Exhibit B is provided for the offeror's use in providing information about the offeror's experience, expertise and reliability.

- a. Offeror Information - The offeror should provide information about offeror's organization.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP.
 - 1) As part of the evaluation process, the Lottery may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
 - 2) The offeror shall agree and understand that the Lottery is not obligated to contact the offeror's references.
- c. Personnel Expertise - The offeror should provide the information for each key person proposed to provide the services required herein.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the Lottery.
- d. Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

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

5.6.1 **MBE/WBE Participation Goals** - The vendor should secure participation of certified MBEs and WBEs in providing the products/services required in the RFP. Per Executive Order 05-30, 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. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

5.6.2 **Assignment of MBE/WBE Participation Evaluation Points** - MBE/WBE Participation evaluation points shall be assigned using the following formula:

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

5.6.3 **MBE/WBE Participation Documentation** - 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 the Participation Commitment Exhibit, 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 Exhibit.

b. **Documentation of Intent to Participate** – The vendor must either provide a properly completed Documentation of Intent to Participate Form Exhibit, recently signed by each MBE and WBE proposed or must provide a letter of intent recently signed 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 the Documentation of Intent to Participate Form Exhibit or provide a recently signed letter of intent.

5.7 Organizations for the Blind and Sheltered Workshop Preference:

5.7.1 The vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. 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.

5.7.2 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 \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 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

5.7.3 Organization for the blind/sheltered workshop preference points shall be calculated using the following formula when the commitment in the proposal exceeds the minimum level set forth in section 34.165. 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.

5.8 Service-Disabled Veteran Business Enterprises (SDVEs) Preference:

5.8.1 The vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this RFP. Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

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

- a. 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.
- b. 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.

5.8.3 **Service-Disabled Veteran Enterprise Participation Documentation** - In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:

- a. **Participation Commitment** - The vendor must complete the Participation Commitment Exhibit 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 Exhibit.
- b. **Documentation of Intent to Participate** - The vendor must either provide a properly completed Documentation of Intent to Participate Form Exhibit or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

c. Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the State of Missouri, the vendor must provide a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

NOTE:

1) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete the Documentation of Intent to Participate Form Exhibit or provide a letter of intent.

2) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

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

5.8.5 Definition - Qualified SDVE:

a. 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;

b. 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;

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

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

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

5.9 **Anti-Discrimination Against Israel Act Certification Exhibit Instructions** - Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of the Anti-Discrimination Against Israel Act Certification with their response. 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. The applicable portion of the exhibit must be submitted prior to an award of a contract.

5.10 **Business Compliance:**

5.10.1 The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in

compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Lottery. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing as a Certified Public Accountant with the Missouri Board of Accountancy
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

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

5.11 Miscellaneous Submittal Information:

5.11.1 Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Lottery to be in the best interest of the State.

5.11.2 The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Lottery and should indicate such on the Miscellaneous Information Exhibit. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the Lottery.

5.11.3 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Lottery reserves the right, at its sole discretion, to waive that requirement 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.

5.11.4 The Lottery reserves the right to reject any and all proposals.

5.11.5 When evaluating a proposal, the Lottery reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.

5.11.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

5.11.7 Any award of a contract shall be made by notification from the Lottery to the successful vendor. The Lottery reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Lottery based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State.

5.11.8 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.

5.11.9 Any proposal award protest must be received within ten (10) business days after the date of award.

5.11.10 The final determination of contract awards shall be made by the Lottery.

EXHIBIT A

PRICING PAGE

1. The offeror shall provide firm, fixed prices for the following services, as detailed in **Section 4 – SCOPE OF WORK**:

1.1 AUDIT OF STATEMENTS \$ _____ per year
(Price to include lodging, meals and all other incidentals)

2. RENEWAL PRICING

In the event that the Lottery exercises its option to renew the contract for additional years pursuant to the applicable provisions of this document, the offeror shall provide below the maximum percentage of increase that shall apply to the compensation rate for the renewal period(s). **THE PERCENTAGE SHALL BE COMPUTED AGAINST THE FIRM, FIXED PRICE QUOTED FOR THE ORIGINAL CONTRACT PERIOD.**

The percentages entered below could apply to each renewal period exercised, unless otherwise specified below. A separate page may be attached to identify different rates for renewal periods.

2.1 AUDIT OF STATEMENTS _____%

Offeror's Authorized Signature

Date

EXHIBIT B

EXPERIENCE, EXPERTISE AND RELIABILITY

The offeror should provide the following information about the offeror's organization:

1. Provide a brief company history, including the founding date, number of years in business, number of employees, and location.
2. Describe the structure of the organization including any board of directors, partners, top departmental management, etc., corporate organization, corporate trade affiliations, and any parent/subsidiary affiliations with other firms.
3. Describe the offeror's experience with providing auditing services, including the number of years and number of clients.
4. Provide a listing of all auditing services contracts the offeror currently has with lotteries and governmental entities within the United States.
5. Provide the name and contact information for at least three lotteries or governmental entities who can speak to the scope, quality, and impact of the offeror's work.
6. Provide detailed information on the experience and qualifications of the offeror's auditing services team, including specific lottery or government audit experience.
7. Explain if it has had a peer review. If so, a copy of the opinion letter and the letter of comments should be submitted.
8. Provide a list summarizing pending litigation that could affect the offeror's ability to meet the terms of the contract, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
9. Explain any disciplinary action taken against the firm or any individual staff persons.
10. Provide any other information that will clarify its experience, expertise, and capabilities as related to the requirements of this RFP.

EXHIBIT C
PARTICIPATION COMMITMENT EXHIBIT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

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

MBE/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	Committed Percentage of Participation (% of the Actual Total Contract Value)	
		MBE	WBE
		%	%
		%	%
		%	%
Total Committed Percentages		%	%

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Each Organization for the Blind or Sheltered Workshop Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services	Committed Percentage of Participation (% of the Actual Total Contract Value)
		%
		%
		%
Total Committed Percentage		%

SDVE Participation Commitment Table		
Name of Each Qualified SDVE Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services	Committed Percentage of Participation (% of the Actual Total Contract Value)
		%
		%
		%
Total Committed Percentage		%

EXHIBIT D
DOCUMENTATION OF INTENT TO PARTICIPATE EXHIBIT

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing 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 _____ Certification (or attach copy of

Address: _____ Expiration certification)

Date: _____

Service-Disabled SDV’s

Veteran’s (SDV) Name: _____ Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

DOCUMENTATION OF INTENT TO PARTICIPATE EXHIBIT, continued

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

- ✓ A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.
- ✓ If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete the exhibit or provide a recently dated letter of intent.

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

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

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

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years and the vendor is not required to provide the SDV Documents listed above. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

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

BUSINESS ENTITY CERTIFICATION:

Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor must certify their current business status by completing either Box A or Box B or Box C on this exhibit. The applicable portions this exhibit must be submitted prior to an award of a contract.

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 _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State of Missouri Division of Purchasing with all documentation required in Box B of this exhibit.

 Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

 Company Name (if applicable)

 Date

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION EXHIBIT, 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: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

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

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

EXHIBIT F
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.

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

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, continued**BOX A – NON-COMPANY ENTITY**

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

EXHIBIT G
MISCELLANEOUS INFORMATION EXHIBIT

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

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. <input type="checkbox"/> Unique good or service. <ul style="list-style-type: none"> EXPLAIN: _____ </p> <p>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> Identify foreign country: _____ </p> <p>3. <input type="checkbox"/> Economic cost factor exists <ul style="list-style-type: none"> EXPLAIN: _____ </p> <p>4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% Specify what contract work would be performed outside the United States: _____ </p>		

Employee/Conflict of Interest:

<p>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:</p>	
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:	_____ %

MISCELLANEOUS INFORMATION EXHIBIT, continued

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

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

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

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

Pricing Discounts - The vendor should indicate any price discounts for prompt payment or other price discounts that may benefit the State of Missouri below. Price discounts are not considered in the cost evaluation.

EXHIBIT I



**MISSOURI LOTTERY
Vendor Information Form**

The following information must be completed and returned to Missouri Lottery Security in order to complete background checks for security clearance. Only completed forms will be accepted. Submit separate pages if additional space is needed.

Vendor / Company Name: _____

Company Telephone #: _____

Position / Job duties: _____

Personal Data:

Name _____

Address _____

Date of Birth _____ SSN _____

Maiden name, or alias, by which you have been known _____

Drivers license number & state of issuance _____

List all states where you have lived _____

EXHIBIT I, continued**Work History:** *List complete work history for the past five (5) years:*

Company Name	Address (Street, City, State, Zip)	Phone #	Begin date	End date

Have you ever been convicted, or plead guilty, to any criminal offense? _____

If yes, please explain: _____

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

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

Release:

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

I understand that the Missouri 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, firms, corporations and institutions supplying the above requested information.

Applicant's name printed _____

Applicant's signature _____ Date _____