



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

RFP NO.: B1Z06016

TITLE: Vehicles: Model Year 2006 Passenger Cars

ISSUE DATE: 08/09/05

BUYER: Shelly Honse

PHONE NO.: (573) 751-4925

E-MAIL: shelly.honse@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/25/05 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

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

CONTRACT PERIOD: Date of Award through End of Model Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**State of Missouri
Various Agency Locations**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/21/05). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	

1. INTRODUCTION

1.1 Purpose:

1.1.1 The State of Missouri desires to establish a statewide contract for the purchase of 2006 model year passenger cars per specifications stated herein.

1.2 Public Record Search and Retrieval System:

1.2.1 Both the current contract C105011001, C105011002 and C105011003 and the previous procurement documentation B1E05011 may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at www.oa.mo.gov/purch/purch.htm.

1.2.2 Volume History: During the last contract, the State of Missouri and the cooperative procurement entities purchased approximately 50 mid-size, 4-door sedans and 40 full-size, 4-door passenger cars. This information shall not be construed as a guarantee of potential purchases under a new contract.

1.3 General Information:

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

- 1) Introduction
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits
- 6) Terms and Conditions

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

2.1.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.

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

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

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Price:

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.3.2 The contract period shall be from date of award through June 30, 2006. It is understood that the availability of individual line items on the pricing page will depend on manufacturer factory order cut-off dates, and that many of the line items may have cutoff dates issued by April or May of 2006. If the manufacturer allows the contractor to extend model year 2006 pricing to model year 2007 vehicles through June 30, 2006, then the contractor shall do so upon the state agency's request.

2.4 Coordination:

- 2.4.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.5 Termination:

- 2.5.1 The Division of Purchasing and Materials Management 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 just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.6 Estimated Quantities:

- 2.6.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.7 Replacement of Damaged Product:

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

2.8 Cooperative Procurement Program:

- 2.8.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide model year 2006 passenger cars as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part

of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.9 Reports Requirement:

- 2.9.1 The contractor shall prepare and submit a written report on an annual basis indicating purchases made by state agencies off the contract. This report must at a minimum show items by contract item number, and respective volumes purchased for each item. This report must be submitted the Division of Purchasing and Materials Management at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention by June 15, 2006.

3. PERFORMANCE REQUIREMENTS

3.1 Latest Model:

- 3.1.1 The contractor must provide the latest production model with all manufacturer's standard equipment and any additional equipment required by the State of Missouri. The base price on contract shall include all specifications stated herein.
- 3.1.2 All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.
- 3.1.3 Each vehicle shall be clean, lubricated, serviced and ready for immediate service.

3.2 Warranty:

- 3.2.1 The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

3.3 Delivery:

- 3.3.1 Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 3.3.2 Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice and the owner's manual.
- 3.3.3 The contractor shall comply with the manufacturer's recommended pre-delivery service.
- 3.3.4 In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.
- 3.3.5 The contractor shall understand and agree that the per mile delivery charge (line item 013) shall not be applied nor invoiced for vehicles purchased by state agencies. This charge shall only apply to public entities making purchases through the Cooperative Procurement Program.

3.4 Factory Installed Options:

- 3.4.1 As applicable, all options must be factory installed.

3.5 Payment Terms:

- 3.5.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.
- 3.5.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

4. PROPOSAL SUBMISSION INFORMATION

4.1 Compliance with Terms and Conditions:

- 4.1.1 The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
- 4.1.2 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.2 American Made:

- 4.2.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.2.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.2.3 If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.2.4 In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit A, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 4.2.5 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

4.3 Submission of Technical Specifications:

- 4.3.1 The offeror should submit complete technical specifications of equipment/supplies with their proposal. Failure to provide adequate information within five (5) days after notification by the Buyer of Record may result in rejection of the proposal.
- 4.3.2 The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.4 Dealer Packages:

- 4.4.1 The offeror should describe the contents of any packages offered. In addition, if any option is only available as part of a dealer package, the offeror should identify this and list the contents of the package.

4.5 Proposal Detail Requirements and Deviations:

- 4.5.1 It is the offeror's responsibility to submit a bid that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal unacceptable. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 4.5.2 **Offerors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.6 Submission of Proposals:

- 4.6.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 4.6.2 When submitting a proposal, the offeror should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".
- 4.6.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive 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 State of Missouri 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. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 4.6.4 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the

evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

- a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- b. Offerors are advised that any questions received less than five calendar days prior to the RFP opening date may not be answered.

4.7 Competitive Negotiation of Proposals:

4.7.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.8 Evaluation and Award Process:

4.8.1 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:

- a. Cost.....80 points
- b. Contractor Experience and Reliability.....20 points

4.8.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. 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 Division of Purchasing and Materials Management.

4.9 Cost Evaluation for Line Items 001 – 006 (mid-size) and 007 – 012 (full-size):

4.9.1 The evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

a. The offeror must submit firm, fixed pricing.

4.9.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 80 = \text{Cost score points}$$

4.9.3 The offeror shall comply with both Chapter 34 and Chapter 414 RSMo. The State of Missouri reserves the right to reject any proposal which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the offeror to meet mandatory general performance specifications; and/or 2) failure of the offeror to meet mandatory technical specifications and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the offeror within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any offeror's response.

4.9.4 Once the lowest priced responsive offeror is determined, Chapter 414.415 RSMo, requires that a life cycle cost be done on all alternative fuel passenger cars. The decision to put an alternative fuel passenger car on contract is determined by comparing the life cycle cost of the alternative fuel passenger car to the life cycle cost of a conventional fuel passenger car of the same or similar make and model. Chapter 414.415 requires that a life cycle cost for an alternative fueled vehicle in a non-exempted class be no greater than 10%. For vehicles used primarily in maintenance and non-attainment areas (St. Louis and Kansas City) the price of the alternative fuel vehicle compared to the conventional fuel vehicle cannot exceed 17%.

4.9.5 The following is the formula to determine the life cycle cost:

$$LCC = UP + \left(\frac{LV}{MPG} \times GC \right)$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed (Base vehicle with options)

LV = Life of vehicle is 100,000 miles

MPG = Miles per gallon, EPA unadjusted combined figure with Alternative Motor Fuels Act included

GC = Gasoline cost/gallon for this proposal will be the current average market price for Mid-Missouri at the time of proposal opening.

4.9.6 The evaluation of the vehicle options will be based on the availability of the same option by all manufacturers. If an option is not available by all manufacturers, that line item will not be considered in the unit price of the vehicle.

4.9.7 The award of a vehicle within each vehicle procurement class will be made to the lowest and best proposal, which meets or exceeds the CAFÉ standard. If no vehicle meets the CAFÉ standard the award will be made to the lowest and best proposal using the life cycle cost formula stated above.

4.9.8 For more information pertaining to Chapter 34 RSMo and Chapter 414 RSMo the following Internet addresses are provided: <http://www.moga.state.mo.us/STATUTES/C034.HTM> and <http://www.moga.state.mo.us/STATUTES/C414.HTM>.

4.10 Evaluation of Experience and Reliability:

4.10.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 4.10.2 The offeror should provide, on Exhibit B or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Model year of vehicles sold;
 - c. Number of vehicles sold under the contract;
 - d. Dollar value of fleet contract;
 - e. A brief, written description of the specific prior services performed and requirements thereof.
- 4.10.3 In addition, the offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- 4.10.4 Also, the offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 4.10.5 The offeror should also provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- 4.10.6 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

PRICING PAGE

Line Item 001 – Model Year 2006 Mid-Size, 4-Door Sedan , Alternative Fuel Estimated Qty: 75

Commodity Service Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Vehicles or Equivalent: Chrysler Sebring, Dodge Stratus, Ford Taurus

Line Item 001 - Base Price Equipped as Specified Below: \$_____

Make and Model of Vehicle Proposing:_____

- WHEELBASE: 108 inch minimum
- ENGINE: 2.7 liter, 6 cylinder minimum, flex-fuel (**E-85 and gasoline**)
- TRANSMISSION: Automatic
- BRAKES: Power
- TIRES: Five (5), manufacturers standard all season (compact spare acceptable)
- AIR CONDITIONING: Manufacturer’s Standard
- RADIO: AM/FM Stereo
- MOLDINGS: Body Side
- EMBLEM: Flex-Fuel Vehicle

Options for Line Item 001 Price if not standard.

Line Item 002- Speed Control and Tilt Wheel \$_____

Line Item 003 -Defroster, Rear Window Electric \$_____

Line Item 004- Power Windows and Power Door Locks \$_____

Line Item 005 – Colored Key Floor Mats, Front and Rear \$_____

Line Item 006 - ABS Brakes, 4 Wheel \$_____

Delivery: _____ days ARO

Warranty:_____

Offeror should list any required equipment which must be included with any of the options listed above for line items 002 - 006:

Line Item 007 – Model Year 2006 Full Size, 4-Door Sedan, Alternative Fuel Estimated Quantity: 50

Commodity Service Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Impala

Line Item 007 - Base Price Equipped as Specified: \$ _____

Make and Model of Vehicle Proposing: _____

- WHEELBASE: 110.5 inch minimum
- ENGINE: 3.0 liter, 6 cylinder minimum, flex fuel (**E-85 and gasoline**)
- TRANSMISSION: Automatic
- BRAKES: Power
- TIRES: Five (5), manufacturers standard radial tires, all season (compact spare acceptable)
- SEATS: Cloth
- AIR CONDITIONING: Manufacturer’s Standard
- RADIO: Manufacturer’s Standard AM/FM
- MOLDINGS: Body Side

Options for Line Item 007 – Price if not standard.

Line Item 008 – Automatic Speed Control and Tilt Wheel \$ _____

Line Item 009 – Defroster, Rear Window Electric \$ _____

Line Item 010 – Power Windows and Power Door Locks \$ _____

Line Item 011 – Colored Key Floor Mats Front & Rear \$ _____

Line Item 012 – ABS Brakes \$ _____

Delivery: _____ days ARO

Warranty: _____

Offeror should list any required equipment which must be included with any of the options listed above for line items 008 - 012:

Local Government Use (Cooperative Procurement):

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes___ No___

Offeror's Note On Co-Op Delivery

If the offeror will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement program, then the offeror must state the price per mile round-trip to deliver the vehicle to a cooperative procurement entity:

Line Item 013 \$_____ per mile

The offeror shall understand that this price shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement program. NOTE: The state discourages offerors from bidding special payment terms (like Cash On Delivery) for co-op agencies , i.e., political entities which are not part of the State of Missouri state agency organization. If there are special payment terms for co-op entities, the offeror should state what they are: _____

Employee Bidding/Conflict of Interest:

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official:_____

Name of state agency where employed:_____

Percentage of ownership interest in offeror's organization held by state employee, General Assembly member or statewide elected official: _____%

Exhibit A
STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

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

Offeror/Subcontractor Name:	
Reference Information (Passenger Cars Sold To:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Model Year of Vehicles Sold:	
Number of Vehicles Sold:	
Dollar Value of Fleet Contract:	
Brief Description of Services Performed	

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

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

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

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

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

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award 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, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, 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 DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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