

Request for Quotation



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

RFQ931Y19708704

Glock® Pistols and Accessories

FOR

Department of Corrections
Division of Probation and Parole

Contract Period:

Date of Award through 90 Days

Date of Issue: July 10, 2019

Page 1 of 26

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

Target Date and Time for Bid Submission:

2:00 p.m., July 19, 2019

Bids may be submitted electronically through MissouriBUYS, or a hard-copy bid may be submitted. Hard-copy bids may be delivered to the address stated above, faxed to (573) 522-1562 or scanned and emailed to bids@doc.mo.gov. The vendor should clearly identify the RFQ number on the lower right or left-handed corner of the container or in the subject line of the fax or email in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

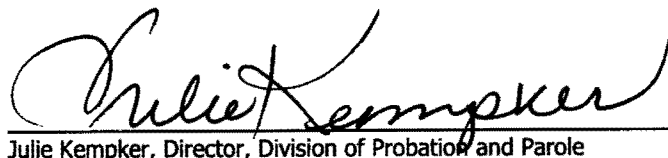
Company Name: G T DISTRIBUTORS, INC.
Remit to Address: 2545 BROCKTON DR., STE. 100
City, State, Zip: AUSTIN, TX 78758
Telephone: 1-800-252-8310 Fax: 1-800-480-5845
MissouriBUYS SYSTEM ID # 85121 Email: TXBIDS@GTDIST.COM

Authorized Signer's Printed Name and Title: DAVID CURTIS, BIDS MANAGER

Authorized Signature: David Curtis Bid Date: 7/17/2019

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: **In its entirety.**


Julie Kempker, Director, Division of Probation and Parole

Contract No. **Y19708704**

7/31/19
Date

The original cover page, including addendums, should be signed and returned with the bid.

EXHIBIT A, Pricing Page

The vendor must state **only one** firm fixed price delivered FOB Destination Freight Prepaid and Allowed to all delivery addresses listed in paragraph 2.3.1 b. for the line items bidding. Prices quoted shall be considered firm and fixed throughout the contract period. The vendor shall conform to the specifications contained herein. In addition to the specifications contained herein, line items 1 and 2 shall be equipped with all standard equipment for the model specified. Prices quoted shall be considered firm and fixed throughout the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
1	UNSPSC Code: 46101500 <i>Firearms</i> Glock® Pistol NO SUBSTITUTION	5	EA	\$ 426.00
MANDATORY SPECIFICATIONS		VENDOR TO CONFIRM INCLUSION OF SPECIFICATION		
Model 23 – Generation 4		✓		
Semi-automatic		✓		
Caliber: .40		✓		
Action: double with no external safety or de-cocking lever.		✓		
Trigger: standard with enhanced New York #1 trigger spring to create an 8lb. trigger pull.		✓		
Magazine: 15 round		✓		
Sights: standard fixed; white dot front sight shall be fixed and replaceable for elevation; white outline rear sight shall be moveable to adjust for windage.		THIS SPECIFICATION CONFLICTS WITH THE NIGHT SIGHT BELOW. THE PISTOL WILL BE PROVIDED WITH NIGHT SIGHTS.		
Grip: black with non-slip polymer grip angle with finger grooves.		✓		
Finish: black tenifer matte.		✓		
Serial Numbers: standard serial number must be assigned by the factory.		✓		
Each pistol shall be provided with: <ul style="list-style-type: none"> • 4 high capacity 15 round law enforcement magazines • Glock Front Night Sight w/Screw • Glock Rear Night Sight, 6.5MM 		✓		
Vendor to state the following:				
Warranty: <u>LIMITED ONE YEAR</u> calendar days or years				
Vendor Catalog/Item # GLOCK-PG23507				

EXHIBIT A CONTINUED ON NEXT PAGE

EXHIBIT A, Pricing Page (continued)

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
2	UNSPSC Code: 46101500 <i>Firearms</i> Glock® Pistol NO SUBSTITUTION	13	EA	\$ 426.00
MANDATORY SPECIFICATIONS		VENDOR TO CONFIRM INCLUSION OF SPECIFICATION		
Model 19 – Generation 5		✓		
Semi-automatic		✓		
Caliber: 9x19mm		✓		
Action: double with no external safety or de-cocking lever.		✓		
Trigger: standard with enhanced New York #1 trigger spring to create an 8lb. trigger pull.		✓		
Magazine: 15 round		✓		
Sights: standard fixed; white dot front sight shall be fixed and replaceable for elevation; white outline rear sight shall be moveable to adjust for windage.		THIS SPECIFICATION CONFLICTS WITH THE NIGHT SIGHT BELOW. THE PISTOL WILL BE PROVIDED WITH NIGHT SIGHTS.		
Grip: black with non-slip polymer grip angle with finger grooves.		THE GEN5 GLOCK (AS SPECIFIED), DOES NOT FEATURE FINGER GROOVES.		
Finish: black tenifer matte.		✓		
Serial Numbers: standard serial number must be assigned by the factory.		✓		
Each pistol shall be provided with:		✓		
• 4 high capacity 15 round law enforcement magazines		✓		
• Glock Front Night Sight w/Screw		✓		
• Glock Rear Night Sight, 6.5MM		✓		
Vendor to state the following:				
Warranty: LIMITED ONE YEAR calendar days or years				
Vendor Catalog/Item # GLOCK-PA1950702				

Delivery:

The desired delivery date is forty-five (45) calendar days after receipt of a properly executed order. The vendor should state the number of calendar days for delivery after receipt of order: 90 calendar days.

Terms:

The vendor should state below its discount terms offered for the prompt payment of invoices:

 % if paid within days of receipt of invoice

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (continued)

Vendor's Acceptance of the State of Missouri Purchasing Card (Visa):

The vendor should indicate agreement/disagreement to allow the Department to make purchases using the State of Missouri Purchasing card (Visa). If the vendor agrees, the vendor shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the vendor shall agree to provide the items/services at the prices stated herein:

Agreement Disagreement

Web Site:

The vendor should state web site address if online invoicing is available: N/A

END OF EXHIBIT A

EXHIBIT CMiscellaneous Information**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=)</p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the vendor is <u>not required</u> to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption: <u>351.572.2 (8)</u> Stated in section 351.572.1 RSMo, <u>G T DISTRIBUTORS, INC.</u> (State Legal Business Name)</p>

Employee Bidding/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>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	<p>N/A</p>
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	<p>N/A</p>
<p>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:</p>	<p>N/A _____ %</p>

END OF EXHIBIT C



LIMITED ONE-YEAR OPERATIONAL WARRANTY

Subject to terms, conditions and limitations outlined below, GLOCK, Inc. guarantees its pistols against defects in materials and workmanship that adversely affect their operation for a period of one (1) year from the date of their original purchase by the initial consumer. This warranty is valid only for pistols purchased and used in the United States of America, its territories and possessions and Puerto Rico.

This warranty only becomes effective if activated by the original consumer purchaser within 30 days of the purchase date, by completing and returning the warranty card included with your GLOCK pistol. GLOCK, Inc. reserves the right, at its sole discretion, to accept proof of purchase in lieu of a completed warranty card. To make a claim under this warranty, contact GLOCK, Inc. at: 6000 Highlands Parkway, Smyrna, GA 30082, <http://us.glock.com/customer-service/customer-support>, or (770) 432-1202 for instructions on how to return your pistol. Do not return your GLOCK pistol for service without prior authorization.

LIMITATIONS OF WARRANTY

The warranty will be void if any of the following occur:

1. The instructions in the Instructions for Use manual are not followed;
2. Your GLOCK pistol or any of its parts are altered or modified from their original state;
3. Damage is caused by misuse, abuse or improper maintenance;
4. Your GLOCK pistol is disassembled beyond the instruction in Chapter 9 of the Instructions for Use manual; or
5. Reloaded, remanufactured, or handloaded ammunition, or ammunition of a different caliber than your GLOCK pistol is used.

There are no warranties which extend beyond the description on the face hereof.

The sole and exclusive remedy pursuant to this warranty is the repair or replacement of your GLOCK pistol, at the sole discretion of GLOCK, Inc.

The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

All disclaimers and limitations of liability shall still apply even if the limited remedy of repair and replacement fails of its essential purpose.

In states where permitted, GLOCK, Inc. assumes no liability for incidental or consequential damage or for incidental expenses.

Any action against GLOCK, Inc. based on an alleged breach of this warranty must be brought within one (1) year of the claimed breach.

GLOCK, Inc.'s liability for breach of warranty shall be limited to repair or replacement of your GLOCK pistol, at the sole discretion of GLOCK, Inc.

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The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: _____

Remit to Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

MissouriBUYS SYSTEM ID # _____ Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____

Bid Date: _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Julie Kempker, Director, Division of Probation and Parole

Date

The original cover page, including addendums, should be signed and returned with the bid.

Instructions for Submitting a Solicitation Response

The Missouri Department of Corrections is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf . (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system

at: https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf .

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's proposal.
 - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

*****END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE*****

TABLE OF CONTENTS

This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:

- Section One: Introduction and General Information
- Section Two: Performance Requirements
- Section Three: General Contractual Requirements
- Section Four: Bid Submission, Evaluation, and Award Information
- EXHIBIT A - Pricing Page
- EXHIBIT B - Missouri Service Disabled Veteran Business Enterprise Preference
- EXHIBIT C - Miscellaneous Information
- Terms and Conditions

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFQ includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a Request for Quotation (RFQ) for the provision of Glock® pistols and accessories (herein referred to as “items”) for the Missouri Department of Corrections’ (hereinafter referred to as “Department”) Division of Probation and Parole in accordance with the requirements and provisions stated herein.

1.2 General Information:

1.2.1 Terms and Conditions – It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Preferences
- Evaluation and Award

1.3 Questions Regarding the RFQ:

1.3.1 It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (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 bid.

- a. Except as may be otherwise stated herein, the vendor and the vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this RFQ. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
- b. All questions and issues should be submitted at least five (5) working days prior to the target date of the bid. If not received prior to five (5) working days before the bid target date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFQ, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.Fredrick@doc.mo.gov.
- c. The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department’s consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFQ addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFQ addendum as the questions and issues did not provide further clarity to the RFQ. All vendors will be advised of any change to the RFQ’s language, specifications, or requirements by a formal addendum to the RFQ.

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

END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the RFQ includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this RFQ. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the Department.

2.1 General Requirements:

- 2.1.1 Upon receipt of an authorized order from the Department, the contractor shall provide all items awarded in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 All purchases made under this contract must be for the **Department only**. Purchases for personal use by Department employees or officials are prohibited.
- 2.1.3 Regulations – Contractors shall comply with all federal, state and local laws and regulations concerning the sale of firearms available under contracts awarded pursuant to this RFQ. Contractors shall keep records of all sales, disposals and transfers in compliance with all applicable laws and regulations and shall provide said records to OGS and/or any other governmental entity with oversight responsibility, upon request. Contractors are responsible for maintaining all necessary permits and licenses required to sell firearms available under contracts awarded pursuant to this RFQ.

2.2 Item Specifications:

- 2.2.1 The items provided under this contract shall meet all of the minimum required specifications as indicated on **EXHIBIT A, Pricing Page**. Items not conforming to the requirements stated herein shall not be accepted.
 - a. The brand and model numbers listed are the only acceptable brand and model numbers for all line items indicated on **EXHIBIT A, Pricing Page**. The Department requires this specific brand and model numbers for these items to ensure consistency in officer training regarding the use of pistols throughout the State of Missouri.

2.3 Delivery Requirements:

- 2.3.1 The order shall be placed by the Department. The contractor must accept the order upon notice of award. The contractor and/or the contractor's subcontractor(s) shall deliver the items in accordance with the contracted delivery time stated herein to the ordering agency upon receipt of an authorized purchase order. Delivery shall include unloading the shipment at the Department dock or other designated unloading site as requested by the agency. The order must be shipped **FOB Destination, Freight Prepaid, and Allowed**. Any order received on the last day of the contract, must be shipped at the contract price.
 - a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at: <https://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
 - b. Delivery Addresses:

Missouri Department of Corrections Division of Probation & Parole – District 2 207 E. McElwain, Ste. B Cameron, MO 64429	Missouri Department of Corrections Division of Probation and Parole District EP/7C 220 S. Jefferson St. Louis, MO 63103
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Missouri Department of Corrections
Division of Probation and Parole – District 7S
3101 Chouteau
St. Louis, MO 63103

2.3.2 The items shall be securely packaged to protect them from damage during shipment and handling.

2.4 Service/Operation Documentation:

2.4.1 The Department desires the contractor to furnish one (1) complete set of the following for all items awarded upon delivery of the items:

- Parts manual(if available); and
- Warranty documents (including detailed service/support program and complete information on how and whom to contact for any necessary service).

2.5 Warranty Requirement:

2.5.1 At minimum, the contractor shall provide the standard manufacturer's warranty for all line items awarded. The contractor shall understand and agree that the warranty shall commence once the Department has accepted delivery of the items.

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall accurately invoice per the price(s) indicated on **EXHIBIT A, Pricing Page** and shall issue one invoice per order.

2.6.2 If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Accounts Payable/P&P
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

2.6.3 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.

2.6.4 If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day.

2.6.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

2.6.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.6.7 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.6.8 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items.

- 2.6.9 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFQ.
- 2.6.10 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The state purchasing card shall not be charged until the items are received and accepted.**
- 2.6.11 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.6.12 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to, taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

This section of the RFQ includes the general contractual requirements and provisions that shall govern the contract after RFQ award. The contents of this section include mandatory provisions that must be adhered to by the Department and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

- 3.1.1 Contract – A binding contract shall consist of: (1) the RFQ and any addendums thereto, (2) the contractor’s response (bid) to the RFQ, (3) clarification of the response (bid), if any, and (4) the Department’s acceptance of the response (bid) by “Notice of Award”. All exhibits included in the RFQ shall be incorporated into the contract by reference.
- a. A Notice of Award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. 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 Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
 - d. Expenditures for the contract awarded as a result of this RFQ shall not exceed \$24,999.99.
- 3.1.2 Contract Period - The contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the contract period.
- 3.1.3 Contract Price - The price shall be as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The Department shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFQ.
- 3.1.4 Prices Must Be Lowest - The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.
- 3.1.5 Termination - The Department 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/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.1.7 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 its performance under the contract.
- 3.1.8 Subcontractors - Any subcontracts for the products and/or services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- a. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products and/or services in the contract shall in no way relieve the contractor of the responsibility for providing the products and/or services as described and set forth herein.
- 3.1.9 Contractor Status - 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 or a Department 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.
- 3.1.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. 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 Department throughout the effective period of the contract.
- 3.1.11 Replacement of Defective/Damaged Product - The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.
- 3.1.12 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the Department.
- 3.1.13 Confidentiality:
- a. 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 Department.

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the RFQ submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. **EXHIBIT A, Pricing Page**, forms, the RFQ cover page, and other exhibits provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the **EXHIBIT A, Pricing Page**, forms, the RFQ cover page, and other exhibits, etc., through mail, email, courier service, or fax. However, any such submission should be received prior to the specified target date and time.
 - c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 4.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail, email, courier service, fax, or is hand delivering the bid, the vendor should include a completed **EXHIBIT A, Pricing Page**, forms, the RFQ cover page, and other exhibits or information concerning the bid with the bid. The vendor is instructed to review the RFQ submission provisions carefully to ensure they are providing all required pricing.
- a. Recycled Products - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

4.2 Open Records:

- 4.2.1 Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bid target date and time. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

4.3 Compliance with Terms and Conditions:

- 4.3.1 The vendor 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 RFQ and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the RFQ the RFQ shall govern. Taking exception to the Department's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

4.4 Preprinted Marketing Materials:

- 4.4.1 The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.5 Bid Detail Requirements and Deviations:

- 4.5.1 It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFQ. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.
- a. Vendors should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.6 Description of Product:

- 4.6.1 The vendor should present a detailed description of all products and services proposed in the response to this Request for Quotation. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. 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.

4.7 Evaluation of Cost:

- 4.7.1 Prices shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.
- 4.7.2 The vendor must submit a **firm fixed price** for each line item bidding on **EXHIBIT A, Pricing Page**. The price shall be quoted FOB Destination, Prepaid and Allowed.
- 4.7.3 Quantity – Upon award, the quantity ordered shall be as stated on **EXHIBIT A, Pricing Page**.
- 4.7.4 The vendor should complete the “Terms” and the “Vendor’s Acceptance of the State Purchasing Card” sections on **EXHIBIT A, Pricing Page**.
- 4.7.5 The cost evaluation shall be based on the total cost determined using the firm fixed price and the quantity indicated on **EXHIBIT A, Pricing Page**. The total cost shall be calculated by multiplying the quoted price by the quantity indicated for the line item.
- a. Cost evaluation points for each line item shall be determined from the result of the calculation stated above using the following formula:

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

- b. NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

4.8 Determination for Award:

- 4.8.1 **The vendor shall understand and agree that in order to be considered for award, the vendor must be registered in MissouriBUYS (<https://missouribuys.mo.gov/vendors>).**
- 4.8.2 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Missouri Service-Disabled Veteran Business Preference explained in Section 4.9.
- 4.8.3 Determination of Lowest Priced Vendor including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the vendor with the most points is considered the lowest vendor. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Total Assigned Cost Points} + \text{earned preference points} = \text{Total Points}$$

4.8.4 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or; 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any vendor's offer.

4.9 Missouri Service-Disabled Veteran Business Enterprise Preference:

4.9.1 Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprise and who complete and submit **EXHIBIT B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT B** and the documentation specified on **EXHIBIT B** in accordance with the instructions provided therein, no preference points will be applied.

- a. If the lowest priced bid qualifies for the preference, or in the event no vendors qualify for the preference, no further calculation is necessary.

4.10 Other Bid Submission Requirements:

4.10.1 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- 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)

4.10.2 Miscellaneous Information – The vendor should complete and submit **EXHIBIT C, Miscellaneous Information**.

END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

EXHIBIT A, Pricing Page

The vendor must state **only one** firm fixed price delivered FOB Destination Freight Prepaid and Allowed to all delivery addresses listed in paragraph 2.3.1 b. for the line items bidding. Prices quoted shall be considered firm and fixed throughout the contract period. The vendor shall conform to the specifications contained herein. In addition to the specifications contained herein, line items 1 and 2 shall be equipped with all standard equipment for the model specified. Prices quoted shall be considered firm and fixed throughout the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
1	UNSPSC Code: 46101500 <i>Firearms</i> Glock® Pistol NO SUBSTITUTION	5	EA	\$
MANDATORY SPECIFICATIONS		VENDOR TO CONFIRM INCLUSION OF SPECIFICATION		
Model 23 – Generation 4				
Semi-automatic				
Caliber: .40				
Action: double with no external safety or de-cocking lever.				
Trigger: standard with enhanced New York #1 trigger spring to create an 8lb. trigger pull.				
Magazine: 15 round				
Sights: standard fixed; white dot front sight shall be fixed and replaceable for elevation; white outline rear sight shall be moveable to adjust for windage.				
Grip: black with non-slip polymer grip angle with finger grooves.				
Finish: black tenifer matte.				
Serial Numbers: standard serial number must be assigned by the factory.				
Each pistol shall be provided with: <ul style="list-style-type: none"> • 4 high capacity 15 round law enforcement magazines • Glock Front Night Sight w/Screw • Glock Rear Night Sight, 6.5MM 				
Vendor to state the following:				
Warranty: _____ calendar days or years				
Vendor Catalog/Item #				

EXHIBIT A CONTINUED ON NEXT PAGE

EXHIBIT A, Pricing Page (continued)

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
2	UNSPSC Code: 46101500 Firearms Glock® Pistol NO SUBSTITUTION	13	EA	\$
MANDATORY SPECIFICATIONS		VENDOR TO CONFIRM INCLUSION OF SPECIFICATION		
Model 19 – Generation 5				
Semi-automatic				
Caliber: 9x19mm				
Action: double with no external safety or de-cocking lever.				
Trigger: standard with enhanced New York #1 trigger spring to create an 8lb. trigger pull.				
Magazine: 15 round				
Sights: standard fixed; white dot front sight shall be fixed and replaceable for elevation; white outline rear sight shall be moveable to adjust for windage.				
Grip: black with non-slip polymer grip angle with finger grooves.				
Finish: black tenifer matte.				
Serial Numbers: standard serial number must be assigned by the factory.				
Each pistol shall be provided with:				
<ul style="list-style-type: none"> • 4 high capacity 15 round law enforcement magazines • Glock Front Night Sight w/Screw • Glock Rear Night Sight, 6.5MM 				
Vendor to state the following:				
Warranty: _____ calendar days or years				
Vendor Catalog/Item #				

Delivery:

The desired delivery date is forty-five (45) calendar days after receipt of a properly executed order. The vendor should state the number of calendar days for delivery after receipt of order: _____ calendar days.

Terms:

The vendor should state below its discount terms offered for the prompt payment of invoices:

_____ % if paid within _____ days of receipt of invoice

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (continued)**Vendor's Acceptance of the State of Missouri Purchasing Card (Visa):**

The vendor should indicate agreement/disagreement to allow the Department to make purchases using the State of Missouri Purchasing card (Visa). If the vendor agrees, the vendor shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the vendor shall agree to provide the items/services at the prices stated herein:

Agreement _____ Disagreement _____

Web Site:

The vendor should state web site address if online invoicing is available: _____

END OF EXHIBIT A

EXHIBIT B**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department (DEPARTMENT) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the DEPARTMENT in determining whether an individual, business, or organization qualifies as an SDVE:

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;

Having 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);

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

Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

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

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),

A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and

A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT B continued on next page

EXHIBIT B (continued)**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

No, I have not previously submitted the SDV documents specified herein to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.

Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DEPARTMENT.

Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were submitted:
_____ (If applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Procurement Officer

Date

END OF EXHIBIT B

EXHIBIT CMiscellaneous Information**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=)</p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the vendor is <u>not required</u> to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption: <u>351.572.2 (</u> <u>)</u> Stated in section 351.572.1 RSMo, _____ (State Legal Business Name)</p>

Employee Bidding/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>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>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:</p>	<p>_____ %</p>

END OF EXHIBIT C

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- REQUEST FOR QUOTATION

- 1. TERMINOLOGY/DEFINITIONS:** Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any addendum thereto, the definition or meaning described below shall apply.
- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
 - b. **Agency and/or Department** means the Missouri Department of Corrections.
 - c. **Addendum** means a written official modification to an RFQ.
 - d. **Amendment** means a written, official modification to a contract.
 - e. **Attachment** applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - f. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
 - g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The Contact Person as referenced herein is usually the Buyer of Record.
 - h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
 - i. **Contractor** means a person or organization who is a successful vendor as a result of an RFQ and who enters into a contract.
 - j. **Exhibit** applies to forms which are included with an RFQ for the vendor to complete and submit with the bid prior to the specified target date and time.
 - 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. Failure to provide or comply will result in a bid being considered non-responsive.
 - m. **Pricing Page(s)** applies to the Exhibit on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the vendor with the bid prior to the specified bid target date and time.
 - n. **Request for Quotation (RFQ)** means the solicitation document issued by the Department to potential vendors 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 Exhibits, Attachments, and Addendums.
 - o. **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 procurement operations of the Department.
 - p. **Shall** has the same meaning as the word must.
 - q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
 - r. **Vendor** means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- 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 Department.
 - 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 RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
 - f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- 3. CONTRACT ADMINISTRATION**
- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section Designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, P.O. Box 236, Jefferson City, MO 65102.
 - b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications, requirements or evaluation process of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the RFQ specifically refers the vendor to another contact. Such communication should be received at least five (5) calendar days prior to the official bid target date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFQ, any questions received less than five (5) calendar days prior to the RFQ target date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the RFQ or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some RFQ's may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For RFQ's posted on MissouriBUYS, registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor is registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. The Department reserves the right to officially amend or cancel a RFQ after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the RFQ on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the target end date and time specified in the RFQ

5. PREPARATION OF BIDS

- a. Vendors **must** examine the entire RFQ carefully. Failure to do so shall be at vendor's risk.
- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, 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 vendor 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 bid. In addition, the vendor 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 RFQ.
- e. In the event that the vendor 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 a RFQ, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor 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 bid in order to be considered for award.

6. SUBMISSION OF BIDS

- a. Bids may be submitted by a delivered hard copy, by fax to the Department's Purchasing office or by scanning, attaching as a document, and emailing to the email address provided on the RFQ. For bids posted on the MissouriBUYs Statewide eProcurement System, registered vendors may submit bids electronically through the MissouriBUYs Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the RFQ, and be priced as required. Vendors are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail, and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the vendor to ensure their bid is in the Department's Purchasing office prior to the target date and time specified in the RFQ. Bids with electronic signatures will not be accepted.
- b. The envelope or container containing a bid should be clearly marked on the outside with the official RFQ number *and* the official target date and time. Scanned and emailed bids should clearly mark the RFQ number and target date and time in the subject line of the email. Different bids should not be placed in the same envelope, fax or scanned email; however, copies of the same bid may be placed in the same envelope, fax or scanned email.
- c. A bid which has been delivered to the Department's Purchasing office may be modified by a signed, written notice which has been received by the Department's Purchasing officer prior to the official target date and time specified. A bid may also be modified in person by the vendor or its authorized representative provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official target date and time. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official target date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid target date and time through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors submitting a hard copy must sign and return the RFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all the RFQ terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

7. PREFERENCES

- a. In the evaluation of bids, 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.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFQ, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from a vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the Department to the successful vendor. The Department 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 Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid 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 (10).
- n. The final determination of contract award(s) shall be made by the Department.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any addendums thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. A Notice of Award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department, or by a modified purchase order, prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

- a. 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.
- b. A Missouri Uniformed law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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 Department, (2) be fit and sufficient for the purpose expressed in the RFQ, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452, and 105.454 regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid 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. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

16. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 Department.

17. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

18. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 Department 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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

19. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 Department pursuant to the contract prior to the effective date of termination.

20. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

21. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

22. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

23. CONTRACT EXTENSION

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

24. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

25. 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 Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

26. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

27. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. 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:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. 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;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

29. AMERICANS WITH DISABILITIES ACT

- a. 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).

30. FILING AND PAYMENT OF TAXES

- a. 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, vendors' failure to maintain compliance with chapter 144 RSMo may eliminate their bid(s) from consideration for award.

31. TITLES

- a. 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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