



**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
REQUEST FOR QUOTATION (RFQ)**

RFQ NO.: FMDC20-0006
TITLE: Heating Fuel: #2 Ultra Low Sulfur Diesel
ISSUE DATE: 09/12/2019

CONTRACT SPECIALIST: Amber Willis
PHONE NO.: (573) 526-3421
E-MAIL: Amber.willis@oa.mo.gov

TARGET DATE AND TIME: SEPTEMBER 27, 2019 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Target Date** on the lower left hand corner of the envelope or package. Quotations should be in OA/FMDC office 301 West High Street, Room 730 by the target date and time.

RETURN QUOTATION TO: (U.S. Mail) STATE AGENCY PO ADDRESS or (Courier Service) STATE AGENCY PHYSICAL ADDRESS

(U.S. Mail)
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
PO BOX 809,
JEFFERSON CITY, MO 65102

(Courier Service)
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
301 WEST HIGH STREET, ROOM 730
JEFFERSON CITY

OR FAX TO: (573) 751-7277 (either mail or fax, not both)

CONTRACT PERIOD: Date of Award through One Year

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

**Office of Administration
Division of Facilities Management, Design & Construction (OA/FMDC),
Various OA/FMDC Managed Facilities Located Throughout the State of Missouri**

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management, Design and Construction or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered prior to bid submission to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

NOTICE OF BID OPPORTUNITY

The State of Missouri Division of Facilities Management, Design and Construction currently has a bid opportunity for heating fuel – #2 ultra low sulfur diesel at various locations throughout the State of Missouri, via RFQ FMDC20-0006.

If your company is interested in submitting a competitive bid to provide these services for the State of Missouri, please contact Amber Willis through any of the methods indicated below to receive a copy of the RFQ. Please be sure to complete the vendor Information section on the RFQ Cover Page, insert your pricing into the Pricing Page(s) as formatted, complete any other exhibits or documentation required and return your bid to the address indicated on the RFQ Cover Page.

If you are unable to submit a bid for this RFQ, please complete the enclosed Bid Decline form and return it to me at through any of the methods indicated below.

New vendors are required to register as a State of Missouri vendor within the Office of Administration. As a registered vendor, your company can be notified of future bidding opportunities. Please visit <https://missouribuys.mo.gov/> and follow the instructions for the vendor registration.

Thank you for your time, attention, and interest in providing services for the State of Missouri.

Amber Willis

Contract Specialist II
Office of Administration
Division of Facilities Management, Design & Construction
301 West High Street, Jefferson City, MO 65101
Phone: (573) 526-3421
Fax: (573) 751-7277
Email: Amber.willis@oa.mo.gov

BID DECLINE

At this time, we decline the opportunity to submit a bid for the services/product requested in RFQ Number FMDC20-0006.

DATE: _____

VENDOR/COMPANY NAME: _____

VENDOR/COMPANY ADDRESS: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

CONTACT PERSON'S PHONE NUMBER: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT PERSON'S SIGNATURE: _____

TABLE OF CONTENTS

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

Part One:	Introduction and General Information
Part Two:	Scope of Work
Part Three:	General Contractual Requirements
Part Four:	Bid Submission, Evaluation, and Award Information
Exhibit A -	Pricing Page
Exhibit B -	Vendor Information
Exhibit C -	Current/Prior Experience
Exhibit D -	Organization for the Blind/Sheltered Workshop Participation Commitment
Exhibit E -	Organization for the Blind/Sheltered Workshop Documentation of Intent to Participate
Exhibit F -	Missouri Service Disabled Veteran Business Enterprise Preference
Exhibit G -	E-Verify - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit H -	Certification of Debarment
Exhibit I -	Miscellaneous Information
Attachment 1	Current Pricing
Attachment 2	Bid Submission Checklist
Attachment 3	Missouri Region and County Map
Attachment 4	#2 Ultra Low Sulfur Diesel (Historical Information)
Terms and Conditions	

END OF TABLE OF CONTENTS

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 The State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) currently has a bid opportunity for heating fuel - #2 ultra low sulfur diesel for various Missouri state agency facilities located throughout the State of Missouri that are maintained by the OA/FMDC in accordance with the requirements and provisions stated herein.
- 1.1.2 Current contracts exist for the services being obtained via this RFQ. The contract numbers are: CC170212001 and CC170212002.
 - a. Viewing the contract – A copy of the contract can be obtained by contacting the contract specialist as indicated on the front page of this document.
 - b. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.
- 1.1.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Quote.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the RFQ includes requirements and provisions relating specifically to the performance requirements of the OA/FMDC. 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 State.

2.1 General Requirements:

- 2.1.1 The contractor shall provide the provision of heating fuel – #2 ultra low sulfur diesel for the Division of Facilities Management, Design and Construction in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor shall provide #2 ultra low sulfur diesel fuel to any state agency facility ordering #2 ultra low sulfur diesel fuel located within the region(s) specified on the Notice of Award issued by the Division of Facilities Management, Design and Construction and as identified on **Attachment 3**.
- 2.1.3 All provisions of #2 ultra low sulfur diesel fuel shall be as ordered by the state agency facility, on an as needed if needed basis.

2.2 Performance Requirements:

2.2.1 #2 Ultra Low Sulfur Diesel Fuel Requirements:

- 2.2.2 #2 Ultra low sulfur diesel fuel shall be dyed #2 ultra low sulfur diesel (15 ppm) grade and include a winter blend or additive for the period of November 1st through April 1st. The winter blend shall be 75% #2 ultra low sulfur diesel fuel and 25% #1 low sulfur diesel fuel or include an additive to meet cold weather specifications.
- 2.2.3 The grades of #2 ultra low sulfur diesel fuel specified herein shall be homogeneous hydrocarbon oils, free from inorganic acid, and free from excessive amounts of solid or fibrous foreign matter likely to make cleaning of suitable strainers necessary. In addition, all #2 ultra low sulfur diesel fuel must meet ASTM specifications D-396.

Property	ASTM Method	Specifications	
		Min.	Max
Color, ASTM	D 1500		1.5
Doctor Test	D 4952		Negative
Sulfur, ppm	D 5453		1
Distillation – 90% recovered, °C	D 86	282	338
Flash Point, °C	D 93	52	
Density, Kg/m ³ , °C	D 4052		876
Viscosity @ 40°C, mm ² /S (cSt)	D 445	1.9	4.1
Cold Filter Plugging Point (CFPP), °C	D 6371		
Summer ¹			-
Winter ²			-12
Cetane Index	D 976	41	
Corrosion, Copper Strip, rating 3h @ 50°C	D 130		1B
Carbon – Residue on 10% distillation, % mass	D 4530		0.35
Ash, mass %	D 482		0.01

Water & Sediment, Volume %	D 2709	0.05
Haze point	D 4176	Clear and bright @ ambient Temperature
Conductivity, pS/m	D 2624	50
Lubricity, High Frequency Reciprocating Rig (HFRR) @60°C, micron	D 6079	520

CONFORMS TO ASTM D 975, GRADE NO. 2-D S15 SPECIFICATION

- 1) Summer: March 1 – October 31
- 2) Winter: November 1 – February 29
- 3) If Doctor test is positive then mercaptan sulfur must be less than 30 ppm

2.2.4 Testing Requirements and Conditions:

2.2.5 Upon the request of the state agency, the contractor shall submit an analysis of the #2 ultra low sulfur diesel fuel including the sulfur content, which is to be delivered to the state agency facility.

2.2.6 The contractor shall agree and understand each tanker truck shall be subject to destination inspection, sampling and testing by the state agency at the state agency's discretion and in accordance with the following:

- a. If the #2 ultra low sulfur diesel fuel is tested, the state agency shall have the option to have an analysis conducted by an independent industrial laboratory in accordance with standard sampling and testing procedures. The cost of such tests shall be paid by the state agency if the sample complies with the specifications. If the sample does not comply, all costs shall be the contractor's responsibility.
- b. The state agency reserves the right to reject any #2 ultra low sulfur diesel fuel not in compliance with the specification.
- c. Permitting delivery in the storage tank of the state facility does not constitute an agreement by the state that the delivery meets the requirements of the specification.
- d. Samples collected by the state agency will be a direct method, pull one (1) gallon sample from suction line of storage tank or by taking a direct sample from delivery tanker truck.
- e. If the contractor places #2 ultra low sulfur diesel fuel that does not meet the specifications into a state agency facility's storage tank, the contractor shall remove all contents and clean out the tank at the contractor's expense and to the state agency's satisfaction. The contractor shall fill the tank to its previous level without any additional reimbursement.

2.3 Substitutions:

2.3.1 The contractor shall not substitute any #2 ultra low sulfur diesel fuel that has been awarded to the contractor without the prior written approval of the state agency.

2.3.2 In the event the product becomes unavailable, the contractor shall be responsible for providing a suitable substitute product. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

2.3.3 Any product substitution must be a replacement of the contracted product with a fuel product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different fuel product offered by the

contractor. The Division of Facilities Management, Design and Construction shall be the final authority as to acceptability of any proposed substitution.

2.3.4 Any product substitution shall require a formal contract amendment authorized by the Division of Facilities Management, Design and Construction prior to the state acquiring the substitute product under the contract.

2.3.5 The state agency may choose not to compel a product substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the state agency. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.4 Replacement of Adulterated Product:

2.4.1 The contractor shall be responsible for replacing any adulterated #2 ultra low sulfur diesel fuel at no cost to the state agency. This includes all shipping costs for returning #2 ultra low sulfur diesel fuel to the contractor for replacement.

2.5 Delivery Requirements:

2.5.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency facility upon receipt of an authorized purchase order or P-card transaction notice.

2.5.2 All deliveries must be made by the contractor within twenty-four (24) to forty-eight (48) hours after being notified by state agency personnel. All deliveries shall be coordinated with the specific state agency facility and with authorized representatives for the specific state agency. See **Attachment 4** for specific delivery days/times available for specific state agency facilities.

2.5.3 Delivery shall include the safe transmission of the #2 ultra low sulfur diesel fuel into the state agency's owned fuel tank, following all industry, federal, state and local laws, rules and regulations regarding the safe transport, handling and storage of fuel. 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 state agency.

2.5.4 The contractor shall deliver #2 ultra low sulfur diesel via tank-load or transport as applicable to the specific site. For purposes of the contract, "transport" delivery shall mean delivery of an amount of 7,000 gallons or more at one time.

2.6 Personnel Requirements:

2.6.1 The contractor's personnel shall be reasonably dressed and groomed while at the facilities.

2.7 Security Requirements:

2.7.1 Upon arrival to the facilities and prior to beginning service, the contractor and the contractor's personnel shall follow the sign-in procedures specified below:

a. If Department of Mental Health (DMH) facilities are provided services through this RFQ, the contractor shall provide five (5) days advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the contractor and the contractor's personnel must present a photo form of legal identification, the tools being taken into the facilities, and a written inventory of the tools for verification.

b. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) or Missouri State Highway Patrol (MSHP) facilities are provided services through this RFQ, the

contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.

2.8 Reporting Requirements:

2.8.1 Upon request, the contractor shall submit usage report(s) to the Division Facilities Management, Design and Construction of the fuel oil furnished. The contractor shall have the capability to report annual purchases by fuel type by state facility. The contractor must submit the report in hard-copy format as well as in electronic format, i.e., in an analysis-ready format.

2.8.2 At a minimum, the report should contain the following information:

- a. Order Date(s)/Period
- b. State agency Facility Name and Account Name/Number
- c. State agency Facility Location
- d. Item Number
- e. Item Description
- f. Quantity Ordered, i.e., net gallons
- g. Quantity Delivered
- h. Unit Price Charged
- i. Extended Price (unit price charged x quantity delivered)
- j. Purchase Order (P.O.) number
- k. Applicable taxes charged (itemized)

2.8.3 The contractor shall develop and provide ad hoc reports as required and requested by the Division Facilities Management, Design and Construction at no additional cost. The contractor must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division Facilities Management, Design and Construction.

2.9 Invoicing and Payment Requirements:

2.9.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.9.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. 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.

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

2.9.4 Invoicing –

- a. The contractor shall submit an itemized monthly invoice containing commodities provided as well as the specific purchase order (P.O.) number. Invoices shall be submitted to the following address:

Office of Administration, Facilities Management Design and Construction
Attn: Accounts Payable
301 West High Street, Room 780
P.O. Box 809
Jefferson City, MO 65102
Reference: P.O. #

- b. Invoiced pricing shall be the firm, fixed per gallon price quoted on the pricing pages for #2 ultra low sulfur diesel.

2.9.5 Payment -

- a. The contractor shall be paid the firm, fixed per gallon price quoted on the pricing pages for the #2 ultra low sulfur diesel fuel.
- b. The state agency will pay for #2 ultra low sulfur diesel fuel delivered. The amount shall be determined as metered from tank/truck fuel oil delivery point:
 - 1) It is acceptable to provide a meter ticket; #2 ultra low sulfur diesel fuel may be loaded and metered onto a tanker truck, secured/sealed, delivered to the state agency site, unsealed, and put into storage or as otherwise directed by the state agency.

2.9.6 All taxes for which the State of Missouri is not exempt such as the Underground Storage Tank Tax (LUST), the Agricultural Diesel Tax, and the Oil Spill Tax must be built into the contractor's quoted mark-up prices. Any new taxes that may be levied during the course of the contract for which the state is not exempt may be itemized separately by the contractor on the state's invoice. Upon the occasion of adding new non-exempt taxes, the contractor must promptly notify the Division of Facilities Management, Design and Construction; any new non-exempt taxes must be listed in the contract by way of a contract amendment prepared and authorized by the Division of Facilities Management, Design and Construction.

2.9.7 No other add-on charges shall be paid besides the quoted firm, fixed price as referenced herein.

2.9.8 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, travel expenses, tank rental, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.9.9 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.9.10 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

2.9.11 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.9.12 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

END OF PART TWO: SCOPE OF WORK

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 state 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 amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the state agency's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - 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 state agency 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.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management, Design and Construction shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Facilities Design and Construction exercises such right, all terms and conditions, requirements and specifications of the contract, including prices shall remain the same and apply during renewal periods.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 Contract Price - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri 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.
- 3.1.5 Termination - The state agency 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 State of Missouri 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.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 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 his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.
- 3.1.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri 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 State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the state agency a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the state agency.
- b. The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3.1.10 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the state agency. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The

contractor may use the affidavit available on the Office of Administration/Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

- 3.1.11 Authorized Personnel: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the state agency the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the state agency a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.12 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 state agency 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.
- 3.1.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the state agency throughout the effective period of the contract.

- 3.1.14 Order Quantities - The quantities indicated in this Request for Quotation are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 3.1.15 Substitution of Products - The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the state agency.
- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The state agency shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the state agency prior to the state acquiring the substitute item under the contract.
 - d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 3.1.16 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 3.1.17 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 3.1.18 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 state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.19 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 3.1.20 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the state agency if any requested work would involve prevailing wage; the state agency shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.1.21 Hazard Communication Safety Data Sheets and Labeling Requirements- The State of Missouri, state agency, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.
- 3.1.22 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- a. Steven's Amendment – In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
 - 2) The dollar amount of Federal funds for the project or program; and
 - 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Contact:

- 4.1.1 Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the contract specialist identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.2 Open Records:

- 4.2.1 Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. 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, that the RFQ shall govern. Taking exception to the State's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

4.4 Evaluation and Award Process:

- 4.4.1 After determining that a solicitation satisfies the mandatory requirements stated in the Request for Quotation, the Division of Facilities Management, Design and Construction shall use objective analysis in conducting an assessment of the solicitation in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest cost solicitations which meet all mandatory requirements stated in the RFQ.

- 4.4.2 Determination of Lowest Priced Vendor including Consideration of Preferences: The vendor with the most points after completing the cost calculations and determining preference points and any bonus points as specified below is considered the lowest vendor.

- a. Objective Evaluation of Cost – The cost evaluation shall be conducted by multiplying the quoted price per item by the estimated annual volumes stated for each state agency facility listed on **Attachment #4**. Resulting sub-totals will be added together to form a grand total for all state agency facilities listed on **Attachment #4**. Separate evaluations by region will be conducted and contract awards will be based on the results of those evaluations. Cost will be evaluated for the original contract period, plus any renewal periods.

- 1) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 200 = \text{Cost evaluation points}$$

- 2) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

- 3) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the contract specialist.
 - In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded. Vendors are encouraged to contact the Contract Specialist **prior to** submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.4.3 Vendor Information - The vendor should provide information about the vendor's organization on Exhibit B.

4.4.4 Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFQ. The information may be shown on Exhibit C or in a similar manner.

4.5 Organizations for the Blind and Sheltered Workshop Preferences:

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

4.5.2 In order to qualify for the bonus points, the following conditions must be met and the following evidence must be provided:

- a. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the bid:
 - 1) Participation Commitment - The vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- 2) Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFQ issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFQ issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- d. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- f. Commitment – If the vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- g. If all requirements are met, the vendor shall receive a five (5) to fifteen (15) point bonus to a bid meeting specifications or bid that includes subjective or other criteria deemed in the best interest of the state and provided in the solicitation document.
- 1) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of bids for purchase not exceeding ten million dollars.
 - 2) Where the commitment in the bid exceeds the minimum level set forth in section 34.165 to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (expressed as a number, not as a percentage) times 2.5 points:

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

Examples: A commitment of 3% would be calculated as: $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$. A commitment of 5.5% would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$. Commitments at or above six percent (6%) shall receive the maximum of fifteen (15) points.

4.6 Missouri Service-Disabled Veteran Business Preference:

- 4.6.1 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 enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

4.7 Determination for Award:

- 4.7.1 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the RFQ will be determined to be non-responsive and will not be considered for an award.
- 4.7.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
- a. The State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the #2 ultra low sulfur diesel fuel within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required.
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 4.7.3 Determination of Award – For each region, the contract will be awarded to the lowest, responsive, responsible and reliable vendor determined as specified herein.

4.8 Other Bid Submission Requirements:

- 4.8.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” ([Section: 285.0525 Definitions. RSMO 285.525](#)), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 4.8.2 Debarment Certification – The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.8.3 Miscellaneous Information – The vendor should complete and submit Exhibit I, Miscellaneous Information.
- 4.8.4 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 amendment signature page(s) or by submitting an on-line bid 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 state agency. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (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)

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

- 4.8.5 Bid Submission Checklist – The Bid Submission Checklist on **Attachment 2** is for the convenience of the vendor to ensure all applicable and necessary documentation is completed and submitted with the vendor's response.

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

EXHIBIT A
PRICING PAGE

The products shall conform to the specifications as indicated herein. The vendor shall state the firm, fixed price for #2 ultra low sulfur diesel fuel. The price shall include any profit desired, freight, handling, all delivery charges and any non-exempt taxes (i.e., the LUST and Agricultural Diesel taxes). The vendor must price both tank-load and transport deliveries applicable to weekday and weekend/holiday deliveries. The firm, fixed pricing shall apply to all region(s) the vendor chooses to bid. *See **Attachment #2** for historical purchase volumes for the state agencies intended for coverage with a contract.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>FIRM, FIXED UNIT PRICE</u>
TANK LOAD DELIVERIES				
001	UNSPSC: 15101513 <i>Heating Fuel</i> #2 Low Sulfur Diesel Fuel Firm, Fixed, Per Gallon Price – Weekday Delivery	1*	GAL	\$ _____
002	UNSPSC: 15101513 <i>Heating Fuel</i> #2 Low Sulfur Diesel Fuel Firm, Fixed, Per Gallon Price – Weekend or Holiday Delivery	1*	GAL	\$ _____
TRANSPORT DELIVERIES				
003	UNSPSC: 15101513 <i>Heating Fuel</i> #2 Low Sulfur Diesel Fuel Firm, Fixed, Per Gallon Price – Weekday Delivery	1*	GAL	\$ _____
004	UNSPSC: 15101513 <i>Heating Fuel</i> #2 Low Sulfur Diesel Fuel Firm, Fixed, Per Gallon Price – Weekend or Holiday Delivery	1*	GAL	\$ _____

Renewal Option Pricing - The vendor must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

<u>Potential Renewal Period</u>	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

SERVICING REGIONS

The vendor must identify below the region(s) that the vendor is proposing to serve. Note: The vendor must service the entire region chosen.

Check below the region(s) the vendor will serve. See **Attachment #3** for a description of the regions.

- Northwest Region _____
- Northeast Region _____
- Greater Kansas City Region _____
- Central Region _____
- Greater St. Louis Region _____
- Southwest Region _____
- Southeast Region _____

DELIVERY

Delivery shall not exceed 48-hours after the receipt of a properly executed order. If the vendor's delivery is better, the vendor should state the delivery time-frame in hours after receipt of order: _____ hours ARO.

Is fuel transport provided by the vendor? Yes: _____ No: _____

If the vendor's transport is subcontracted or arranged through agreement with another vendor, name the vendor(s) providing fuel transport:

EXHIBIT B
VENDOR INFORMATION

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

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- c. Provide a list and a short summary of information regarding the vendor's current contracts/clients.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the bid or termination of any subsequent contract.
- g. Document the vendor's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the vendor is a subsidiary, also provide the documentation for the parent company.

EXHIBIT C

CURRENT/PRIOR EXPERIENCE

The vendor should copy and complete this form documenting the vendor and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT D
PARTICIPATION COMMITMENT**

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFQ which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: RFQ Paragraph References:
2.		Product/Service(s) proposed: RFQ Paragraph References:

EXHIBIT E
DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFQ, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFQ issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

*Date (Dated no
earlier than the RFQ
issuance date)*

EXHIBIT F
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Facilities Management, Design and Construction (OA/FMDC) 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 OA/FMDC 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 three (3) years to OA/FMDC, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214),
- A copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

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

EXHIBIT F (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 OA/FMDC or to the Office of Administration, Division of Purchasing (DP) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to OA/FMDC or to the Office of Administration, Division of Purchasing.

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 DP's SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the Division of Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

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

BUSINESS ENTITY CERTIFICATION:

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

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including OA/FMDC.

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under FMDC20-0006 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State agency with all documentation required in Box B of this exhibit.

 Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

 Company Name (if applicable)

 Date

EXHIBIT G, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

EXHIBIT G, continued
AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary Date

EXHIBIT G, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri State agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed by the vendor and the State agency of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative’s
Name (Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT H

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

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

EXHIBIT I

MISCELLANEOUS INFORMATION

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

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ___	No ___
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09 indicated below? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes ___	No ___
If YES, mark the appropriate exemption below, and provide the requested details: ___ 1. Unique good or service. ✓ EXPLAIN: _____ ___ 2. Foreign firm hired to market Missouri services/products to a foreign country. ✓ Identify foreign country: _____ ___ 3. Economic cost factor exists ✓ EXPLAIN: _____ ___ 4. vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____		

Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of State agency or political subdivision where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

ATTACHMENT 1
Current Pricing

MFA – Contract CC170212001 Pricing - (Awarded regions: Northwest, Northeast, Greater Kansas City, Central, Southwest, and Southeast)

RFP No.: RFPC30034901700212

Page 21

PRICING PAGE

The products shall conform to the specifications as indicated herein. The vendor shall state the firm, fixed mark-up price to be added to the OPIS PADD 2 report average price per gallon for #2 low sulfur diesel fuel. The mark-up pricing quoted shall apply to all region(s) the vendor chooses to bid. (*See **Attachment 1** for historical purchase volumes for the state agencies intended for coverage under this contract). The mark-up price shall include any profit desired, freight, handling, any non-exempt taxes (see paragraph 2.4.7), and all delivery charges. The vendor must price both tank-load and transport deliveries applicable to weekday and weekend/holiday deliveries. The quoted firm, fixed mark-up pricing shall remain the same throughout the duration of the contract.

TANK LOAD DELIVERIES

<u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QTY</u>	<u>UNIT</u>	<u>FIRM, FIXED MARK-UP PRICE</u>
1	C/S Code: 15101701 #2 Heating Fuel Oil #2 Low Sulfur Diesel Fuel Per Gallon Mark-Up – Weekday Delivery (To be added to the OPIS PADD 2 report average price per gallon for diesel fuel)	1*	GAL	<u>\$.4559</u>
2	C/S Code: 15101701 #2 Heating Fuel Oil #2 Low Sulfur Diesel Fuel Per Gallon Mark-Up – Weekend or Holiday Delivery (To be added to the OPIS PADD 2 report average price per gallon for diesel fuel)	1*	GAL	<u>\$.5059</u>

TRANSPORT DELIVERIES

<u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QTY</u>	<u>UNIT</u>	<u>FIRM, FIXED MARK-UP PRICE</u>
3	C/S Code: 15101701 #2 Heating Fuel Oil #2 Low Sulfur Diesel Fuel Per Gallon Mark-Up – Weekday Delivery (To be added to the OPIS PADD 2 report average price per gallon for diesel fuel)	1*	GAL	<u>\$.2744</u>
4	C/S Code: 15101701 #2 Heating Fuel Oil #2 Low Sulfur Diesel Fuel Per Gallon Mark-Up – Weekend or Holiday Delivery (To be added to the OPIS PADD 2 report average price per gallon for diesel fuel)	1*	GAL	<u>\$.30</u>

ATTACHMENT 1
Current Pricing
(Continued)

The Kiesel Company – Contract CC170212002 (Awarded region: Greater St. Louis)

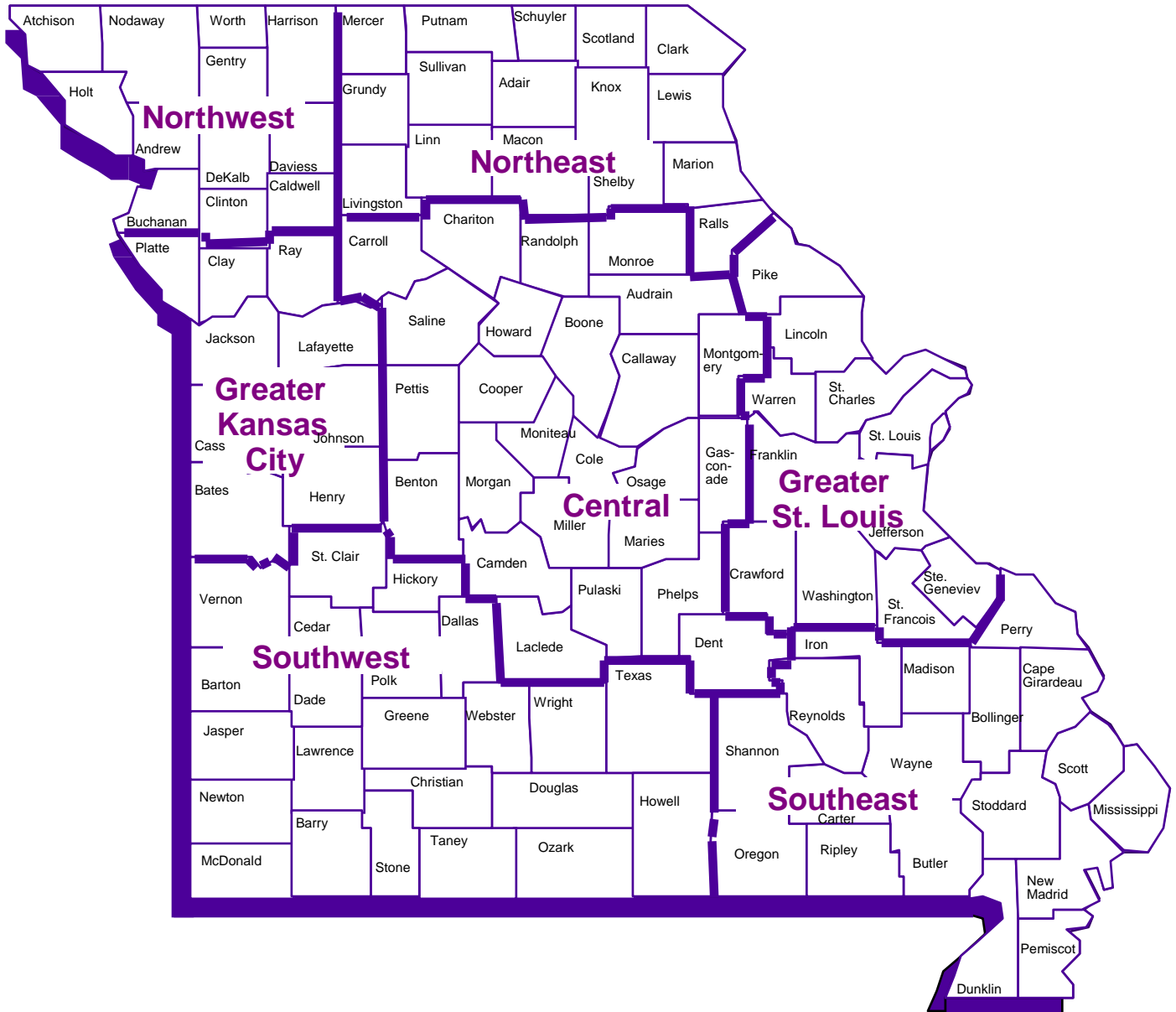
Supplier Name	Intnl No	Prod No	Unit Price	Qty	U/M	Price	Total	Additional Item Information	Add'l Item Field 1
1. #2 Low Sulfur Diesel Fuel - Tank Load Deliveries - Weekday									
The Kiesel Company	N		\$0.45	1	gal	\$0.45		This is the Firm, Fixed Mark-Up Price	Regions served: Greater St. Louis
MFA Oil	N		\$0.4559	1	gal	\$0.4559			Regions served: Northwest, Northeast, Greater Kansas City, Central, Greater St. Louis, Southwest, Southeast
2. #2 Low Sulfur Diesel Fuel - Tank Load Deliveries - Weekend or Holiday									
MFA Oil	N		\$0.5059	1	gal	\$0.5059			Regions served: Northwest, Northeast, Greater Kansas City, Central, Greater St. Louis, Southwest, Southeast
The Kiesel Company	N		\$0.55	1	gal	\$0.55		This is the Firm, Fixed Mark-Up Price	Regions served: Greater St. Louis
3. #2 Low Sulfur Diesel Fuel - Transport Deliveries - Weekday									
The Kiesel Company	N		0.095	1	gal	\$0.095		This is the Firm, Fixed Mark-Up Price	Regions served: Greater St. Louis
MFA Oil	N		\$0.2744	1	gal	\$0.2744			Regions served: Northwest, Northeast, Greater Kansas City, Central, Greater St. Louis, Southwest, Southeast
4. #2 Low Sulfur Diesel Fuel - Transport Deliveries - Weekend or Holiday									
The Kiesel Company	N		0.115	1	gal	\$0.115		This is the Firm, Fixed Mark-Up Price	Regions served: Greater St. Louis
MFA Oil	N		\$0.30	1	gal	\$0.30			Regions served: Northwest, Northeast, Greater Kansas City, Central, Greater St. Louis, Southwest, Southeast

ATTACHMENT 2
Bid Submission Checklist

✓	TASK TO BE COMPLETED
	Completed and Signed RFQ Cover Page, if submitting a complete bid
	Completed and Signed Bid Decline, if declining to submit a complete bid
	Completed Pricing Page, Exhibit A
	Completed Vendor Information, Exhibit B
	Completed Current/Prior Experience, Exhibit C
	Completed BSW Participation Commitment, Exhibit D and Exhibit E, if including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind or a sheltered workshop.
	Completed Missouri Service Disabled Veteran Business Enterprise Preference, Exhibit F, if applicable
	Completed E-Verify Documentation, Exhibit G:
	Box A, Box B or Box C, whichever is applicable
	Completed, Signed and Notarized AFFIDAVIT OF WORK AUTHORIZATION
	Copy of the E-Verify Memorandum of Understanding; Electronically signed by company and the State agency of Homeland Security
	Completed and Signed Debarment Certification, Exhibit H
	Completed Miscellaneous Information, Exhibit I
	Secretary of State Business Registration
	MissouriBUYS Vendor Registration

ATTACHMENT 3

MISSOURI REGION AND COUNTY MAP



**ATTACHMENT #4
#2 Ultra Low Sulfur Diesel
(Historical Information)**

Agency	Facility Contact	Delivery Type	Region	Facility	Address	City	Fuel Acceptance Delivery Date/Times	Tank Size (Quantity-Gallons)	Annual Use (estimated)
DMH	Mike Tyler	Tank	St. Louis	Bellefontaine Habilitation Center	10695 Bellefontaine Road	St. Louis	Monday-Friday 8:00 am-2:00 pm	1-500	1,500 gal.
DMH	William Spencer	Transport	Central	Fulton State Hospital	600 East 5th Street	Fulton	Monday-Friday 7:30 am-5:00 pm	1-5000 1-575 2-300 3-925 1-1,000 1-650	2,500 gal.
DMH	Michael Dorney	Tank	St. Louis	Hawthorn Children's Psychiatric Hospital	1901 Pennsylvania Ave.	St. Louis	Monday-Friday 8:00 am-2:00 pm	1-4,000 (Underground)	300 gal.
DMH	Don Wagner	Tank	Kansas City	Higginsville Habilitation Center	100 West First Street	Higginsville	Monday-Friday 7:30 am-3:00 pm	4-120 1-500	500 gal.
DMH	William Smith	Tank	St. Louis	Metro St. Louis Psychiatric Center	5351 Delmar Boulevard	St. Louis	Monday-Friday 8:00 am-2:00 pm	1-4,000	400 Gal.
DMH	Brad Burgess	Tank	St. Louis	Southeast Missouri Mental Health Center-Sexual Offender Rehabilitative Treatment Services (SORTS)	1016 West Columbia	Farmington	Monday-Friday 7:30 am-4:00 pm	2-400	200 gal.
DMH	Michael Vestal	Transport	Northwest	Northwest Missouri Psychiatric Rehabilitation Center	3505 Frederick Avenue	St. Joseph	Monday-Friday 7:30 am-3:00 pm	1-1,000 1-6,000	400 gal.
DMH	Roger Pruitt	Tank	St. Louis	South County Habilitation Center	2312 Lemay Ferry Rd.	St. Louis	Monday-Friday 8:00 am-2:00 pm	1-1,000 (Underground)	2,000 gal.

DMH	Brad Burgess	Transport	St. Louis	Southeast Missouri Mental Health Center- Acute Psychiatric Services (APS)	1010 West Columbia	Farmington	Monday-Friday 8:00 am-3:00 pm	1-10,000 (underground) 1-350	600 gal. 1,500 gal.
DMH	Roger Pruitt	Tank	St. Louis	St. Charles Habilitation Center	22 Marr Lane	St. Charles	Monday-Friday 8:00 am-2:00pm	1-100	400 gal.
DMH	Mike May	Transport	St. Louis	St. Louis Psychiatric Rehabilitation Center	5300 Arsenal	St. Louis	Monday- Friday8:00 am- 2:00 pm	1-4,000 (underground) 1-8,000 (underground)	800 gal.
DMH	Michael Fisher	Transport	Kansas City	Center for Behavioral Medicine	1000 East 24th Street	Kansas City	Monday-Friday 7:30 am-3:30 pm	1-10,000	2,000 gal.
DMH	Michael Fisher	Tank	Kansas City	Peery Apartments	2659 Peery Avenue	Kansas City	Monday-Friday 7:30 am-3:30 pm	1-966	100 gal.
DSS- DYS	Stewart Foster	Tank	St. Louis	Hogan Street Regional Youth Ctr.	1839 Hogan St.	St. Louis	Monday-Friday 8:00 am-4:00 pm	1-500	500 gal.
DSS- DYS	Kevin Blackwood	Tank	St. Louis	Mo. Hills-Ft. Bellefontaine	13323 Bellefontaine Rd.	St. Louis	Monday-Friday 8:00 am-4:00 pm	1-500	1,000 gal.
DSS- DYS	Rick Crossland	Tank	Kansas City	Northwest Regional Youth Center	4901 NE Barry Road	Kansas City	Monday-Friday 8:00 am-4:00 pm	1-540	750 gal.
DSS- DYS	Steve Marrant	Tank	Kansas City	Watkins Mill Park Camp	25610 Park Road North	Lawson	Monday-Friday 8:00 am-4:00 pm	1-500	1,000 gal.
DSS- DYS	David Schnakenberg	Tank	Kansas City	Waverly Regional Youth Center	109 W. Kelling Ave.	Waverly	Monday-Friday 8:00 am-4:00 pm	1-500	500 gal.
FMDC	Troy Wolken	Transport	Central	Employment Security Building	421 East Dunklin	Jefferson City	Monday-Friday 7:00 am-3:00 pm	1-1000	100 gal.
FMDC	Justin Bax	Tank	Central	Acquired Facilities Maintenance Shop	1643 Industrial Drive	Jefferson City	Monday-Friday 7:00 am-3:00 pm	1-150	100 gal.

FMDC	Brian Magee	Tank	Central	Environmental Control Center	308 West Main St.	Jefferson City	Monday-Friday 6:00 pm-5:00 am. Full Access on Saturday-Sunday	1-17,000	500 gal.
FMDC	Timmy Collins	Tank	Kansas City	Fletcher Daniels State Office Building	615 East 13th St.	Kansas City	Monday-Friday 8:00 am-4:00 pm	1-200	100 gal.
FMDC	Timmy Collins	Tank	Kansas City	Joseph P. Teasdale State Office Building	8800 E. 63 rd St.	Raytown	Monday-Friday 8:00 am-4:00 pm	200	50 gal.
FMDC	Raleigh Nott	Transport	Central	Grounds Crew	135 North Chestnut	Jefferson City	Monday-Friday 7:00 am-3:00 pm	1-300	1,000 gal.
FMDC	Doug Todd	Transport	Central	Kirkpatrick State Information Center	600 West Main	Jefferson City	Monday-Friday 7:00 am-3:00 pm	1-1,000 (underground)	1,500 gal.
FMDC	Chris Stevens	Transport	Central	New Health Lab	101 North Chestnut	Jefferson City	Monday-Friday 7:00 am-3:00 pm	2-850 1-6,000	500 gal.
FMDC	Timmy Collins	Tank	Southwest	Landers State Office Building	149 Park Central Square	Springfield	Monday-Friday 7:00 am-3:00 pm	1-9,400 (below grade)	600 gal.
FMDC	Doug Todd	Transport	Central	Truman State Office Bldg.	301 West High	Jefferson City	Monday-Friday 7:00 am-3:00 pm	1-3,000 (underground)	5,000 gal.
MSHP	Skip Daniel	Tank	Central	General Headquarters	1510 East Elm Street	Jefferson City	Accepts Delivery 24/7	1-800	500 gal.

STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS – REQUEST FOR QUOTE

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the OA/FMDC. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an RFQ.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of bids.
- f. **Vendor** means the supplier, vendor, 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.
- g. **Contract Specialist** means the procurement staff member of OA/FMDC. The **Contract Person** as referenced herein is usually the Contract Specialist.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **contractor** means a supplier, vendor, 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 end date and time.
- k. **Request for Quote (RFQ)** means the solicitation document issued by OA/FMDC 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 Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **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.
- n. **Pricing Page(s)** applies to the form(s) 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 end date and time.
- 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 operations of the OA/FMDC Chapter 34 Contracts Unit.
- 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.

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 OA/FMDC.
- 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 employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTE DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise OA/FMDC if any language, specifications or requirements of an 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 contract specialist from OA/FMDC, unless the RFQ specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end 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 ten calendar days prior to the RFQ end 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 OA/FMDC 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. OA/FMDC 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. OA/FMDC reserves the right to officially amend or cancel an RFQ after issuance. vendors who received e-mail notification of the bid opportunity when the RFQ was established and vendors who have responded to the RFQ prior to an addendum being issued should receive e-mail notification of the addendum(s). vendors who received e-mail notification of the bid opportunity when the RFQ was established and 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 exact end date and time specified in the RFQ.

4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire RFQ carefully. Failure to do so shall be at the 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 an 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 (1) be requested to be clarified in writing by OA/FMDC or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OA/FMDC. If OA/FMDC 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 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 opening 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.

5. SUBMISSION OF BIDS

- a. Vendors may submit bids electronically through the faxing as indicated on the front page of the RFQ or by delivery of a hard copy to the OA/FMDC office. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the end date and time specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the OA/FMDC office no later than the end date and time specified in the RFQ.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a vendor may be modified prior to the official end date and time. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by OA/FMDC prior to the official end 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 end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be retracted prior to the official end date and time. A bid which has been delivered to the OA/FMDC 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 OA/FMDC prior to the official end 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 end 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 opening 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, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions. Vendors delivering a hard copy bid to OA/FMDC 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 RFQ requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are on the end date and at the opening time specified on the RFQ document. OA/FMDC will not provide prices or other bid information via the telephone.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the contract specialist before contract award. Upon discovering an apparent clerical error, the contract specialist 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 OA/FMDC 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 State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- 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, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFQ, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. OA/FMDC reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from 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 OA/FMDC to the successful vendor. OA/FMDC 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 OA/FMDC 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 which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. OA/FMDC 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.
- l. OA/FMDC 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 (9).
- n. The final determination of contract award(s) shall be made by OA/FMDC.

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) OA/FMDC'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 State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change 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 OA/FMDC 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. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OA/FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by OA/FMDC, (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 state'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, RSMo, 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. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, OA/FMDC may cancel the contract. At its sole discretion, OA/FMDC 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 OA/FMDC 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, OA/FMDC will issue a notice of cancellation terminating the contract immediately. If it is determined OA/FMDC improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OA/FMDC cancels the contract for breach, OA/FMDC 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 OA/FMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 10-19-15