



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

RFP NO.: B3Z12201

TITLE: Vending Machine Services – State Capitol Building

ISSUE DATE: 6/12/12

REQ NO.: NR 300 22002000093

BUYER: Megan Howser

PHONE NO.: (573) 751-1686

E-MAIL: megan.howser@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 7/11/12 AT 2:00 PM CENTRAL TIME

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

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: January 1, 2013 through December 31, 2013

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

Office of Administration
Division of Facilities Management, Design & Construction
301 W. High St., Room 730
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/01/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ☐ FEIN ☐ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of vending machine services as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page
 - 5) Exhibits A – C
 - 6) Attachment 1
 - 7) Terms and Conditions

1.2 Tour of Vending Machine Service Area and Pre-Proposal Conference:

- 1.2.1 A tour of the vending machine service area and a pre-proposal conference concerning the required vending machine service operations in the Missouri State Capitol Building will be held on June 25, 2012 at 12:30 p.m. Potential offerors shall meet in Hearing Room 7, which is located directly across from the food service area in the Missouri State Capitol Building.
- 1.2.2 The purpose of the tour is to provide potential offerors an opportunity to inspect, examine, and assess the current vending machine service area and to view renovation plans to determine any existing or planned conditions and factors in the vending machine service area that may affect the performance of the services required herein prior to submitting a proposal.
 - a. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE NOR SHALL POTENTIAL OFFERORS BE ALLOWED TO COMMUNICATE WITH THE TENANTS OF THE BUILDINGS OR THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION OTHER THAN DURING THE TOUR.**
- 1.2.3 Following the tour, a pre-proposal-conference will be conducted. The purpose of the pre-proposal conference is to provide potential offerors a forum for questions, communications, and discussions regarding the RFP. The potential offeror should become familiar with the RFP and should develop all questions prior to the conference in order to be able to ask questions and participate in the public communications regarding the RFP.
 - a. The potential offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
 - b. Prior Communication – Prior to the Pre-Proposal Conference, the potential offeror may submit written communications and/or questions regarding the RFP to the buyer identified on the cover page. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - c. During the Pre-Proposal Conference, it shall be the sole responsibility of the potential offeror to orally address all issues previously presented to the buyer by the potential offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.

- d. Amendment to the RFP – Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

- 1.2.4 A record of the potential offerors attending the tour and pre-proposal conference will be maintained for verification purposes. The potential offeror shall be responsible for ensuring their attendance at the tour is documented.
- 1.2.5 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Megan Howser of the Division of Purchasing and Materials Management at (573) 751-1686 or by email at megan.howser@oa.mo.com.
- 1.2.6 Potential offerors are strongly encouraged to advise the Division of Purchasing and Materials Management at least five (5) days prior to the date of the scheduled tour and pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the tour and pre-proposal conference so that accommodations can be made.

1.3 Background Information:

- 1.3.1 The Missouri State Capitol Building is located at 201 W. Capitol Avenue, Jefferson City, MO 65101. The Missouri State Capitol Building is a state owned facility that is managed by the Office of Administration, Division of Facilities Management, Design & Construction.
- 1.3.2 The Missouri State Capitol Building houses the Missouri General Assembly and offices for the governor, lieutenant governor, secretary of state, state treasurer, state auditor, and various other administrative agencies. There are approximately seven hundred and sixty (760) full-time employees that work in the Missouri State Capitol Building. In addition, the Missouri State Capitol Building receives thousands of visitors throughout the year. The heaviest traffic period is January through May of each year during the legislative session and scheduled school group tours.
- 1.3.3 The Office of Administration, Division of Facilities Maintenance, Design & Construction has decided to renovate the area designated for vending machine services within the Missouri State Capitol Building. The renovation will be completed prior to the provision of services under the contract.
- 1.3.4 The Department of Social Services, Rehabilitation Services for the Blind has historically provided vending machine services in the Missouri State Capitol Building. However, the Department of Social Services, Rehabilitation Services for the Blind has notified the Office of Administration, Division of Facilities Management, Design & Construction that they no longer want to continue providing vending machine services in the Missouri State Capitol Building and will stop doing such once a contract is awarded. Monthly sales figures for the calendar year 2011 are as follow:

Month	Food Services Gross Sales	Vending Services Gross Sales	Customer Count for Food Services	Average Check for Food Services
January	\$13,422.09	\$5,422.28	6,306	\$2.13
February	\$14,633.40	\$6,064.43	6,947	\$2.11
March	\$15,826.74	\$7,797.81	7,499	\$2.11
April	\$12,503.95	\$6,632.43	6,267	\$2.00
May	\$9,801.62	\$4,822.27	4,648	\$2.11
June	\$6,279.62	\$2,889.73	3,163	\$1.99

Month	Food Services Gross Sales	Vending Services Gross Sales	Customer Count for Food Services	Average Check for Food Services
July	\$5,110.25	\$2,721.40	2,803	\$1.82
August	\$5,508.04	\$2,562.64	3,329	\$1.65
September	\$8,734.02	\$3,845.99	3,810	\$2.29
October	\$5,498.77	\$2,543.91	2,789	\$1.97
November	\$5,793.16	\$2,364.89	2,905	\$1.99
December	\$5,021.85	\$2,561.45	2,746	\$1.83
Totals	\$108,133.51	\$50,229.23	53,212	\$2.03

- 1.3.5 The Department of Social Services, Rehabilitation Services for the Blind has also been providing food services in the Missouri State Capitol Building Hawthorn Room. The Department of Social Services, Rehabilitation Services for the Blind has also notified the Office of Administration, Division of Facilities Management, Design & Construction that they no longer want to continue providing food services in the Missouri State Capitol Building. A separate Request for Proposal (RFP), B3Z12202 will be issued in order to request competitive, sealed proposals for the provision of food services in the Missouri State Capitol Building.
- 1.3.6 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 Proposal.

2. CONTRACTURAL REQUIREMENTS:

2.1 General Requirements:

- 2.1.1 The contractor shall provide automatic coin operated vending machine services (hereinafter referred to as vending machines) in the State Capitol Building (hereinafter referred to as the facility) for the Office of Administration, Division of Facilities Management, Design & Construction (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 2.1.2 Contractor Personnel – Immediately following the issuance of the Notice of Award, the state agency shall provide the contractor with specific state agency contact information to use during the renovation of the vending machine area and shall also designate a contact person for matters regarding the contract and vending machine operations. The contractor must identify a person as the state agency's contact for communications during the renovation of the vending machine area and shall designate the same or a different person as the state agency's contact regarding the contract and vending machine operations.
- a. By no later than five (5) calendar days following the issuance of the Notice of Award, the contractor shall provide the state agency with the name, address, telephone number, and email address of each such person.
 - b. Each such contractor's representative must be available between the hours of 7:00 a.m. to 5:30 p.m. for telephone conversations and/or meetings with personnel from the state agency.
 - c. Each such contractor's representative must have express authority to speak and make decisions on behalf of the contractor.
- 2.1.3 For the purposes of this document, the provision of vending machines shall include the contractor furnishing and installing contractor owned vending machines in addition to stocking, maintaining, servicing, repairing, and/or replacing vending machines as necessary.
- a. All contractor owned vending machines shall be removed from the facility upon the expiration/termination/cancellation of the contract.
- 2.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Vending Machine Requirements:

- 2.2.1 The contractor shall begin providing vending machine services on January 2, 2013, or when renovations of the vending machine area are completed, unless another timeframe is mutually agreed upon by the state agency and the contractor.
- 2.2.2 The contractor shall provide vending machine services in accordance with the quantities and types of vending machines specified on Attachment 1. Additionally, the contractor's vending machines must comply with the minimum vending machine specifications stated on Attachment 1.
- a. If, in the opinion of the state agency, any reasonable circumstances warrant changes to the quantity of vending machines, types of vending machines, and/or the types of vending machines, the contractor shall make the changes required by the state agency including the removal of, addition of, or any other requested changes. The contractor shall only make changes upon receiving a written request from the state agency.
- 2.2.3 The contractor shall install attractive vending machines, manufactured within the last five (5) years, that are in good working condition, in accordance with the quantity and types of vending machines specified on Attachment 1. The opinion of the state agency as to the acceptability of the vending machines shall be final and binding upon all parties.

- a. The contractor's vending machines shall harmonize with the décor of the area. The contractor must contact the state agency regarding the color and placement of the contractor owned vending machines.
- b. If requested by the state agency, the contractor shall remove and/or replace any of the contractor's vending machines which in the opinion of the state agency, have deteriorated to the point that the vending machines are not mechanically able to provide reliable services or that the exterior aesthetic appearance of the vending machines detract from the surrounding décor.
- c. The contractor's vending machines must be equipped with transaction counters that are sealed and cannot be reset without removal and disassembly from the vending machines.
 - 1) For each contractor owned vending machine in which products are sold at the same price, the transaction counters must maintain a cumulative reading of all transactions.
 - 2) For each contractor owned vending machine in which products are sold at different prices, the transaction counters must maintain a cumulative reading of all money accepted (less change returned).
- d. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc. arising out of the ownership, selection, possession, operation, control, use, maintenance, delivery, return, and/or installation of any vending machines provided by the contractor. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount the contractor deems appropriate. If the contractor chooses to utilize subcontractor owned vending machines, the title to such vending machines shall be held by and vested in the contractor or the contractor's subcontractor.

2.3 Product Requirements:

- 2.3.1 The contractor must, at all times, maintain ample stock of all products sold in the vending machines.
- 2.3.2 The state agency shall have the exclusive right to select the various flavors and kind/types of products to be vended. After conferring with the contractor, the state agency shall use reasonable discretion when making selections of products to be vended. It is the intent of the state agency to ensure the majority of products to be vended are nationally advertised name brands of first quality.
 - a. The contractor shall provide products in at least one (1) multi-snack vending machine that meet the National Automatic Merchandising Association (NAMA) Fit Pick Standard 35-10-35, which identifies products with not more than thirty-five percent (35%) of their calories from fat, not more than ten percent (10%) from saturated fat, and not more than thirty-five percent (35%) of the total weight from sugar (nuts and seeds excluded). Information regarding Fit Pick can be found on the following website:
<http://fitpick.org/>
 - b. If required in writing by the state agency, the contractor must remove products from the vending machines which do not, in the opinion of the state agency, meet the required criteria.
 - c. If required in writing by the state agency, the contractor must furnish additional products in the vending machines as customer demands change and new products become available.
- 2.3.3 The contractor must mark and visibly display all perishable food products with an expiration date, and must immediately replace all products that have expired.

2.4 Service and Personnel Requirements:

- 2.4.1 The contractor must have demonstrated successful vending machine service similar to the service required herein at a facility of the same or greater size than the facility specified herein.
- 2.4.2 The contractor shall furnish twenty-four (24) hour service, seven (7) days a week and must be able to service and stock vending machines according to a schedule which ensures that the vending machines never become empty or dispense products that have expired. If necessary in order to fulfill this requirement, the contractor's schedule may require service and stocking one (1) or more times per day, especially during peak sales times.
- a. The contractor must provide trained and experienced sales/service personnel for the vending machines. Such personnel must have relevant knowledge, skills, and abilities to provide effective and efficient vending machine service.
 - b. The contractor must have trained and competent service personnel available within twenty-four (24) hours to make repairs on vending machines, both state owned vending machines and contractor owned vending machines, as needed. The contractor must provide the name(s) and telephone number(s) of the contractor's service personnel to the state agency so that malfunctions may be reported immediately.
 - c. The contractor shall agree that each time the vending machines are restocked, serviced, or otherwise attended by the contractor or the contractor's personnel, the state agency may conduct a vending count to record the number of products in the vending machines prior to and/or following the restocking/servicing.
- 2.4.3 The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the state agency must be in operation at all times (e.g. the contractor must provide a workable system for refunding money to individual customers who insert money into a vending machine and receive no product in return or receive an expired product).
- a. The contractor must post basic instructions for refunds and reporting of malfunctions on each vending machine.
- 2.4.4 The contractor's personnel must wear distinguishable uniforms while working at the facility and must comply with the requirements of the state agency regarding the stocking and/or servicing of the vending machines.
- 2.4.5 The contractor must dispose of internal waste daily and must maintain vending machines to meet standards of health and sanitation required by federal, state, and municipal laws and regulations. The contractor shall also remove all cardboard boxes, cartons, and/or packaging materials from the facility on a daily basis. In addition, the contractor must maintain sanitation and cleanliness in vending areas.

2.5 Additional Requirements:

- 2.5.1 The contractor shall not charge more than the prices mutually agreed upon by the state agency and the contractor for each respective product.
- a. If the market prices for a product(s) increase and if vending product prices increase to more than the prices charged in the vending machines, the contractor may submit a written request to the state agency requesting a price change for a product(s), along with justification for such change(s). The state agency shall use reasonable discretion when approving/denying requests.

- b. The contractor must receive written approval of the new price(s) from the state agency prior to actually changing the price(s). The decision made by the state agency regarding approval/disapproval of the request for a price change shall be final and without recourse.

2.5.2 If requested by the state agency, the contractor shall open any and/or all vending machines and shall permit the state agency to count and determine the amount of money in any and/or all vending machines at the facility. The state agency shall give the contractor a minimum of four (4) hours notice of each such inspection.

2.5.3 The contractor shall agree and understand that the state agency and/or its designee may audit, examine, and copy any and/or all books, records, and information relating to the operation of vending machines at the facility for the state agency.

- a. The contractor shall keep and maintain all records for a minimum of five (5) years or until audited by the state agency and/or its designee, whichever occurs first.

2.5.4 The contractor shall agree that any breach of contract duties or failure by the contractor to perform contract duties as set forth herein shall entitle the State of Missouri to perform either or both of the following, as deemed in the best interests of the State of Missouri.

- a. The Division of Purchasing and Materials Management shall cancel the contract by providing the contractor with written notice of such cancellation. Prior to issuing such notice, if appropriate, the Division of Purchasing and Materials Management shall provide the contractor with one (1) opportunity to cure the breach within a reasonable period of time. Should the Division of Purchasing and Materials Management exercise its right to cancel the contract, the cancellation shall become effective on the date as specified on the notice of cancellation sent to the contractor.
- b. The state agency shall recover all lost profits from the contractor, or when lost profits cannot be determined with certainty, the state agency shall recover from the contractor an amount equal to twenty-five percent (25%) of all gross sales by all vending machines present at the facility for the period affected by the contractor's breach or failure to perform. For purposes of this paragraph only, gross sales shall be computed by multiplying the highest gross sales for any month of the contract by the number of months or the proportion of months the contract was affected by a breach or failure to perform. The state agency's recovery shall be equal to twenty-five percent (25%) of that amount.

2.6 Reporting and Payment Requirements:

2.6.1 By no later than the first day of each month, beginning on February 1, 2013, unless otherwise specified by the state agency, the contractor shall pay the state agency a fixed monthly amount that shall be one twelfth (1/12) of the amount determined by multiplying the percentage quoted by the contractor on the Pricing Page times the total gross vending machine sales from the previous contract year.

- a. For the original contract period, the fixed monthly payment by the contractor shall be determined from the total gross sales for vending machine services for the calendar year 2011, as specified herein.
- b. For each renewal periods, the fixed monthly payment by the contractor shall be determined from the total gross sales for vending machine services for the previous contract year, as documented by the contractor in the quarterly sales report required below.
- c. The contractor shall submit each payment in the form of a certified check, cashier's check, money order, or cash, as specified by the state agency.

- d. The contractor shall make all payments to:

Office of Administration
Division of Facilities, Design & Construction
Real Estate Services
PO Box 809
Jefferson City, MO 65102

- e. The contractor shall be responsible for payment of all required state and local taxes and shall not deduct such from the payment owed to the state agency.
- f. The state agency shall not make any payments of reimbursements to the contractor for any reason whatsoever.

- 2.6.2 Quarterly Sales Report – On a quarterly basis, the contractor shall submit a detailed report of gross sales by vending machine to the state agency. The quarterly report shall include a list of products stocked in each vending machine.

2.7 Liquidated Damages Requirements:

- 2.7.1 The contractor shall agree and understand that the provision of the vending machine services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements stated herein, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event that the state agency does not receive the appropriate payment within twenty-five (25) calendar days of its due date, the contractor shall be assessed liquidated damages in an amount of one half percent (1/2%) of the total payment due for each day following the first of each month that the payment is late.
- b. The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.8 Other Contractual Requirements:

- 2.8.1 Contract – A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. 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 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 Division of Purchasing and Materials Management 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.

2.8.2 Contract Period – The original contract period shall be as stated on the cover page of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.8.3 Renewal Periods – If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the percentages 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 percentage during renewal periods shall be the same as during the original contract period.

2.8.4 Termination – The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.

2.8.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

2.8.6 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); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8.7 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.

- a. Therefore, the contractor must have and maintain insurance in compliance with the following:
 - 1) Liability Insurance - The contractor must have 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. The 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.
 - 2) Crime Insurance - The contractor must have and maintain crime insurance in the minimum amount of ten thousand dollars (\$10,000) that shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's personnel, acting alone or in collusion with others by virtue of the person's position or employment during the contract period. The insurance must name the State of Missouri as a loss payee. A Dishonesty Bond may be utilized in lieu of Crime Insurance provided the State of Missouri is named as a loss payee.
- b. In the event any insurance coverage is canceled, the state agency must be notified immediately.

2.8.8 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. 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.

2.8.9 Substitution of Personnel – The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.8.10 Authorized Personnel:

- a. 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.
- b. 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.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. 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 Division of Purchasing and Materials Management 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 Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. 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.

- 2.8.11 Contractor Status – The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.8.12 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 Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.8.13 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.
- 2.8.14 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. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”. The proposal should be page numbered and the signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- a. Recycled Products – The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- b. Open Records – Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

3.2 Proposal Submittal Documentation – The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror’s sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may adversely affect the evaluation of the proposal.

3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

- 3.2.2 Experience – The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror’s organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation – Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’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 offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Business Compliance – The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)
- 3.3 **Competitive Negotiation of Proposals** – The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- 3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and awards made as specified below:

- 3.4.1 Determination of Highest Percentage – The offeror with the most points after completing the cost evaluation as specified below is considered the highest offeror.

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on the firm, fixed percentage stated on the Pricing Page times a total amount of fifty thousand dollars (\$50,000) for each potential contract period.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Compared Offeror's Percentage}}{\text{Highest Responsive Offeror's Percentage}} \times 200 = \text{Cost evaluation points}$$

- 3) Offerors 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 neither actual nor anticipated usage.

- 3.4.2 Determination of Responsiveness – Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

- 3.4.3 Determination of Responsibility and Reliability – The state shall determine the responsibility and reliability of the highest responsive offerors.

- a. The State of Missouri reserves the right to reject any proposal 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 offeror or any subcontractor(s) proposed to provide the vending machine services within the past three (3) years, and/or (2) inability of the offeror to document recent responsible and reliable past experience/performances similar to the services required.
- b. If the highest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next highest responsive offeror.

- 3.4.4 After analysis and comparative assessment of the various proposals submitted in response to this Request for Proposal in accordance with the evaluation criteria provided herein, in the event that assessments of two (2) or more competing proposals yield the same evaluation scores, a proposal submitted by a blind person shall be given preference, as required by Section 8.705, RSMo.

- 3.4.5 Determination of Award – The contract will be awarded to the responsive and reliable offeror quoting the highest percentage for vending machine services.

4. PRICING PAGE

- 4.1 Vending Machine Services – State Capitol Building** – The offeror must state a firm, fixed percentage based on the gross vending machine sales from 2011 for the original contract period and a firm, fixed percentage based on the gross vending machine sales from the previous contract period for each potential renewal period in accordance with the provisions and requirements of this RFP.

Line Item	Description	Original Contract Period <i>Firm, Fixed Percentage of Gross Sales from 2011</i>	First Renewal Period <i>Firm, Fixed Percentage of Previous Contract Period's Gross Sales</i>	Second Renewal Period <i>Firm, Fixed Percentage of Previous Contract Period's Gross Sales</i>	Third Renewal Period <i>Firm, Fixed Percentage of Previous Contract Period's Gross Sales</i>	Fourth Renewal Period <i>Firm, Fixed Percentage of Previous Contract Period's Gross Sales</i>
001	Vending Machine Services	_____ %	_____ %	_____ %	_____ %	_____ %

EXHIBIT A**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror 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.

Offeror Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	
Address of Company/Client ✓ Street Address ✓ City, State, Zip	
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Contact Person Verifying Information

Date of Signature

EXHIBIT B**MISCELLANEOUS INFORMATION****Refund Process**

The offeror should describe below the offerors process for refunds.

Financial Solvency

The offeror should document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements from the last year may provide such documentation; however, such statements will become public information. If the offeror is a subsidiary, please provide documentation for the parent company.

Outside United States

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors 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 offeror or any owner of the offeror'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 offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

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

BUSINESS ENTITY CERTIFICATION:

The offeror 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 Division of Purchasing and Materials Management.

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 _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management 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 C, 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 offeror must perform/provide each of the following. The offeror 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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror'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 C, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT C, 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 offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** 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 **Proposal/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

Attachment 1

Types of and Locations of Vending Machines currently in the State Capitol Building

Tag #	Item Description	Item #	Purchase Date	Current Location	Manufacturer
85368	Multi-Snack Vending Machine	SN31014988	1992	Basement	Bird Distr
159019	Various Beverage Vending Machine	BevMax SN 81000215	2002	Basement	Shaffer Distr
180819	Canned Beverage Vending Machine	SN 77300248	2006	Basement - Garage	Shaffer Distr
181352	Canned Beverage Vending Machine	DN/SN 0006-7788CF	2007	Basement	Grtr Amer Distr
181412	Multi-Snack Vending Machine	AP/SN 932-012117	2009	Basement - Garage	Grtr Amer Distr
181436	Multi-Snack Vending Machine	AMS/SN 0267-14260 38	2009	Basement	Grtr Amer Distr
181438	Multi-Snack /Beverage Vending Machine	AMS/SN 1-0907-1186	2009	3rd Floor	Grtr Amer Distr
156315	Bill Changer	SN 021203	2001	Basement	Std Change Makers

Minimum Vending Machine Specifications

Various Beverage Vending Machine

The vending machine must be a refrigerated machine, must dispense a variety of bottled and canned beverages of various sizes, and must be equipped with a dollar bill acceptor or changer.

Canned Beverage Vending Machines

The vending machines must be refrigerated, must dispense at least eight (8) different canned beverage selections of twelve ounces (12 oz.) and smaller, and must be equipped with a dollar bill acceptor or changer.

Multi-Snack Vending Machines

The vending machines shall dispense a variety of pastries, chips, candy, cookies, crackers, etc., and shall be equipped with a dollar bill acceptor or a dollar bill changer.

Multi-Snack/Beverage Vending Machine

The vending machine must be a refrigerated machine, must dispense a variety of beverages in various sizes and a variety of pastries, chips, cookies, crackers, etc., and must be equipped with a dollar bill acceptor or changer.

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

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, 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, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 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 buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 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 the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification 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 the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- 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 the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. 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 proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/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 offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status 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, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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