

State of Missouri
Department of Health and Senior Services (DHSS)



Request for Quotation (RFQ) for Fluorescent Microscope

SOLICITATION NO.:	DHSS 0000000007SL
ISSUE DATE:	August 20, 2025
CONTRACT PERIOD:	Date of Award through June 30, 2026
TRACKING NO.:	58303

TARGET DATE AND TIME: SEPTEMBER 5, 2025, AT 3:00 PM
CENTRAL TIME

Response should be submitted electronically through MissouriBUYS at <https://missouribuys.mo.gov> but may respond by hard copy (see mailing instructions below)

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Target Date** on the lower left-hand corner of the envelope or package. Bids should be in the Department of Health and Senior Services office 920 Wildwood Dr., Jefferson City, MO 65109 by the target date and time.

RETURN BID TO: (U.S. Mail)

Department of Health and Senior Services
Bureau of Procurement Services
P.O. Box 570
Jefferson City, MO 65102-0570

(Courier Service)

Department of Health and Senior Services
Bureau of Procurement Services
920 Wildwood Dr.
Jefferson City, MO 65109

RFQ CONTACT INFORMATION:

PROCUREMENT OFFICER: Carol Sturm

PHONE NO.: (573) 751-6021

EMAIL: Carol.Sturm@health.mo.gov

See “RFQ Questions” in Section 1 for appropriate communications during the procurement process.

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Health and Senior Services
State Public Health Laboratory
PO BOX 570, Jefferson City, MO 65102

ATTENTION:

1. After reviewing the Request for Quotation (RFQ), the Vendor must complete and return **Exhibit 1, Bid Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFQ's Vendor Response Exhibits, Vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The Vendor must be registered in MissouriBUYS, powered by MOVERS in a **"Prospective" or "Spend Authorized" registration status to submit a response.** The vendor must achieve **"Approved" registration status** in MissouriBUYS (WebProcure/Proactis) and **"Spend Authorized" registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award.** Reference Section 5.

RFQ Organization:

RFQ Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFQ Attachment	Attachment A	Certifications and Special Provisions
RFQ Vendor Response Exhibits (Return these exhibits)	Exhibit 1	Bid Signature Page
	Exhibit 2	Bid Submittal Checklist
	Exhibit 3	Pricing Page
	Exhibit 4	Domestic Products Procurement Act (Buy American) Preference
	Exhibit 5	State of Missouri Tax Compliance
	Exhibit 6	Registration of Business Name with the Missouri Secretary of State
	Exhibit 7	Employee/Conflict of Interest

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request for quotation for the provision of Fluorescent Microscope as set forth herein for the Department of Health and Senior Services (hereinafter referred to as “Department”).

1.2 RFQ Questions:

- 1.2.1 Procurement Officer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the Procurement Officer indicated on the first page of this RFQ. It is preferred that questions be emailed to the Procurement Officer.
- a. Except as noted herein, Vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- 1.2.2 Vendor is Responsible for Asking Questions About the RFQ: It is the Vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the Vendor believes that any language, specifications, or requirements are: (1) ambiguous; (2) contradictory or arbitrary; (3) violate any state or federal law or regulation; (4) restrict or limit the requirements to a single source; or (5) restrict or limit the Vendor’s ability to submit a response.
- 1.2.3 Vendor Question Deadline: Every attempt shall be made to ensure that the Vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Vendors will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than five (5) calendar days prior to the bid end date and time of the bids. If not received prior to five (5) calendar days before the bid end date and time, the Department may not be able to fully research and consider the respective questions or issues.

- 1.2.4 State's Response to Vendor Questions: Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFQ amendment(s); if the Department determines the questions and issues did not provide further clarity to the RFQ, the Department will notify the Vendor, and no RFQ amendment will be provided. All Vendors will be advised of any change to the RFQ's language, specifications, or requirements by a formal amendment to the RFQ. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.2.5 RFQ is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFQ and any amendments thereto.

1.3 Amendments:

- 1.3.1 If the Department determines that changes to the RFQ are necessary, the resulting changes will be included in a subsequently issued RFQ amendment(s) prior to the bid end date and time.

1.4 Glossary of Terms and Acronyms:

- 1.4.1 Whenever the following terms and acronyms appear in the RFQ document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.4.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "department", "state agency", "state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.
 - b. **Amendment** means a written, official modification to a solicitation or contract.
 - c. **Attachment** applies to all documents which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Procurement Officer** means the procurement staff member of the Department.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by Department rather than by subject.

- f. **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.
- g. **Contractor** means a supplier, bidder, person, or organization who is a successful Vendor as a result of an RFQ and who enters into a contract.
- h. **Exhibit** applies to forms which are included with an RFQ for the Vendor to complete and submit with their response prior to the specified end date and time.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Pricing Page(s)** applies to the form(s) on which the Vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the Vendor with the response prior to the specified response end date and time.
- m. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- n. **Purchase Order** means the authorized document issued by the Department to the Contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- p. **Request For Quotation (RFQ)** means the solicitation document issued by the Department to potential Vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFQ); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information Section; and the RFQ Vendor Response Exhibits, Attachments, and Amendments of the RFQ.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.

- v. **Vendor** means the supplier, bidder, person, or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.

1.5 Accuracy of Background Information:

- 1.5.1 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 RFQ.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The Contractor shall provide Fluorescent Microscope for the Department of Health and Senior Services, State Public Health Laboratory in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.
- 2.1.3 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.
- 2.1.4 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Rabies Laboratory

Program Contact: Randy Schillers

Address: 101 North Chestnut St., Jefferson City, MO 65102

Phone: 573-751-3334

- 2.1.5 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Performance/Product Requirements:

- 2.2.1 The Contractor shall provide a Fluorescent Microscope for the Department of Health and Senior Services, State Public Health Laboratory (hereinafter referred to as the Department), no later than June 30, 2026, in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.2.2 The Fluorescent Microscope must:
 - a. Be compatible with use of the Fujirebio and EMP Millipore rabies conjugates.

- b. Be equipped with Chroma filter cube 49012 or equivalent.
 - c. Include 20x, 40x, and 100x objectives.
 - d. Include 10x binocular eyepiece.
 - e. Be compatible with the CDC Protocol for Postmortem Diagnosis of Rabies in Animals.
 - f. It would be highly desirable for the microscope to have a LED light source over a Mercury bulb.
- 2.2.3 The microscope currently being used is the Olympus BX41 with Hg lamp.
- 2.2.4 Unless otherwise specified herein, the State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.2.1 Contractor Sample Assurance: The Contractor shall agree that the product provided under contract shall conform to all mandatory specifications, terms, conditions, and requirements stated herein. Furthermore, if the product has been sample-tested, the Contractor shall agree that the same product submitted and passed sample-testing, and which passed sample-testing shall be provided to the state agency for the duration of the contract.
- a. No substitutions of such product shall be made without the prior written approval of the Department. Only substitutes that are equivalent or better than such product, and equal to or less in price, shall be considered for approval.
- 2.2.2 Substitutions: The Contractor shall not substitute any item(s) that has been awarded to the Contractor without the prior written approval of the Department.
- a. In the event an item becomes unavailable, the Contractor shall provide a suitable substitute item. The Contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The Contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the Contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the state acquiring the substitute item under the contract.

- d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The Contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the Contractor.
- 2.2.3 Replacement of Damaged Product: The Contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the Contractor for replacement.
- 2.2.4 Delivery Requirements: The Contractor and/or the Contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders must be shipped FOB Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the Department.
- 2.3 Warranty Requirements:**
 - 2.3.1 Minimum of one year manufacturer warranty.
- 2.4 Electronic Funds Transfer, Invoicing, and Payment Requirements:**
 - 2.4.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
 - 2.4.2 Invoicing: The Contractor shall submit invoices once product is received. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
 - a. The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form and submit the invoice to the following address:

Missouri Department of Health and Senior Services
State Public Health Laboratory
P.O. Box 570
Jefferson City, MO 65102-0570
Email: DLS-SPHL@health.mo.gov

- b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.
- c. Each Contractor invoice must be on the Contractor's original descriptive business invoice form and must contain a unique invoice number, and the remittance address included in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated in the RFQ.
- d. 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 should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- e. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.4.3 Payment:

- a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. 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.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. 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.

2.4.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- a. 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 by the state. 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.
- b. 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.
- c. 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.

2.4.5 If the Department denies a request by the Contractor for payment, the Department will provide the Contractor with written notice of the reason(s) for denial.

2.4.6 If the Contractor is overpaid by the Department the Contractor, upon notification by the Department, shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from the invoice(s) as requested by the Department.

2.4.7 The total payments to the Contractor for all services and expenses shall not exceed the guaranteed not to exceed total price stated on the **Exhibit 3, Pricing Pages**, which is attached hereto and incorporated by reference as if fully set forth herein.

2.4.8 Other than the payments specified in the contract, no other payments shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the Department.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

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

3.4 Business Registration:

- 3.4.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.5 Elected or Appointed Officials and Employees:

- 3.5.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.6 Indemnification:

- 3.6.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.7 Legal Proceedings:

- 3.7.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.7.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.7.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.8 Invoicing and Payment:

- 3.8.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.9 Non-Appropriation of Funds:

- 3.9.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.10 Work Outside the United States:

- 3.10.1 Unless work outside the United States is prohibited by the RFQ, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.11 Open Records:

- 3.11.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.12 Protests:

- 3.12.1 Any bid award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.13 Record Access:

- 3.13.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.14 State Preferences:

- 3.14.1 If the Contractor's awarded bid included state preferences, the Contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - b. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

3.15 Taxes:

- 3.15.1 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the RFQ (including all Exhibits and Attachments included in the RFQ) as amended by: RFQ amendment(s) issued prior to bid closing, and contract amendment(s);
- b. the most current version of the Contractor's response, state-requested clarification responses, and contract amendment responses; and
- c. the Department's acceptance of the response (bid) by "notice of award".

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

4.1.3 The Vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the Contractor in the event the Vendor's response is accepted by the state and a contract is awarded.

4.1.4 The Contractor further agrees that the language of the RFQ shall govern in the event of a conflict with the Contractor's response.

4.1.5 The Contractor shall agree to furnish all awarded products specified in the contract, at the prices quoted therein.

4.1.6 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 products for the State of Missouri, the Contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Department's "notice of award").

4.1.7 The Department will sign or "click-through" and accept agreements if required by the Contractor in order to receive software and/or services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such

change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

- 4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFQ.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the Exhibit 3, Pricing Pages. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

4.5 Termination for Convenience:

- 4.5.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - b. A change in federal or state law relevant to this contract occurs; or
 - c. A material change of the parties to the contract occurs; or
 - d. By request of the Contractor.
- 4.5.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
- a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 4.5.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.6 Cancellation for Breach of Contract:

- 4.6.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.
- 4.6.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 4.6.4 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.

4.7 Contract Assignment:

- 4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the Contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The Contractor must notify the Department of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Contractor Liability:

4.8.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.9 Single Point of Contact and Responsibility:

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

4.10 Contractor Status:

4.10.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.11 Subcontractors:

4.11.1 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.

- 4.11.2 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.
- 4.11.3 The Contractor shall understand and agree 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.
- 4.11.4 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 4.11.5 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

4.12 Substitution of Personnel:

- 4.12.1 The Contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the Contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the solicitation must be with individual(s) of equal or better qualifications than originally proposed.

4.13 Coordination:

- 4.13.1 The Contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the Department throughout the effective period of the contract.

4.14 Property of State:

- 4.14.1 All documents, 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.

4.15 Inventions, Patents, and Copyrights:

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

4.16 Force Majeure:

- 4.16.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.17 Actions, Suits, or Proceedings:

- 4.17.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.17.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

4.18 Warranties and Representations:

4.18.1 The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:

- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
- b. be fit and sufficient for the purpose expressed in the RFQ,
- c. for any goods provided, be merchantable,
- d. be of good materials and workmanship, and
- e. be reasonably free from defect.

4.18.2 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.

4.19 Conflict of Interest:

4.19.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.20 Remedies and Rights:

4.20.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.20.2 The Contractor understands and agrees 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.

4.20.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.21 Communications and Notices:

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

4.22 Survivability of Terms:

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

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Bid Submission Overview:

- 5.1.1 Vendors must examine the entire RFQ carefully. Failure to do so shall be at the Vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the Procurement Officer of record indicated on the first page of this RFQ. It is preferred that questions be emailed to the Procurement Officer.
- 5.1.3 It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department believes that any RFQ provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Vendor's ability to submit a bid. Likewise, if the RFQ lacks needed clarity and will otherwise necessitate the inclusion of Vendor assumptions, Vendor should request an amendment to the RFQ prior to the end date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the Vendors organization, (2) contain all information required by the RFQ, and (3) be priced as required.
- 5.1.5 By submitting a bid, the Vendor agrees to furnish the equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Bid responses, including all prices therein, shall remain valid for 90 calendar days from bid target date submission unless otherwise indicated. If the bid is accepted and awarded, the entire bid, including all prices shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a bid response must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The Department reserves the right to officially amend or cancel an RFQ after issuance.

5.2 Preparation of Bids:

- 5.2.1 Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.
- 5.2.2 RFQ Vendor Response Exhibits: The Vendor must submit properly completed RFQ Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
- a. **Exhibit 1, Bid Signature Page**, which is attached hereto and incorporated by reference as if fully set forth herein, should be completed and placed at the beginning of the response to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFQ as modified by any RFQ amendments. The remaining exhibits should be placed in sequential order after the **Exhibit 1, Bid Signature Page**.
 - b. Vendors do not need to return the RFQ Sections or RFQ Attachments contained herein with their response.
- 5.2.3 Bid Preparation Costs: Any and all costs incurred by the Vendor in preparing or submitting a bid shall be the Vendor's sole responsibility whether or not any award results from this RFQ. The state shall not reimburse such costs.
- 5.2.4 Bid Page Numbering: The bid should be page numbered.
- 5.2.5 Bid Font: The bid should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the bid, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The Vendor should not include embedded files, hyperlinks, or video clips within their response to the RFQ. In the event the Vendor provides embedded files, hyperlinks, or video clips, the Vendor shall understand the state is not obligated to consider such information in the evaluation of the Vendor's response.

- 5.2.7 Completeness of Bid: It is the Vendor's sole responsibility to submit complete and clear information in their bid in response to the RFQ Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the Vendor's response. The Vendor's failure to submit such information may cause an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein and to explaining the Vendor's proposed solution should be excluded from the Vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

- 5.3.1 Non-compliant bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, “(21) Awards are to be made to the bidder/offeror whose bid/response complies with— (A) All mandatory specifications and requirements of the bid/proposal.” Therefore, taking exception to mandatory provisions of the RFQ shall place the Vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The Vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFQ and its contractual requirements.
- 5.3.4 If the Vendor’s bid includes any exceptions to the mandatory provisions of the RFQ, the Vendor must (1) identify the specific RFQ paragraph number to which the exception applies along with a description of why the Vendor is taking exception to the provision; and (2) any proposed alternative language the Vendor would like the state to consider to replace the provision. However, the Vendor must understand and agree:
- a. Exceptions to mandatory provisions of the RFQ place the Vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFQ to make provision for the identified exception(s).
 - b. Section 1 of the RFQ provides required instructions for addressing RFQ questions and requesting changes or clarifications to the RFQ **prior to** the bid end date.
- 5.3.5 Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The Vendor may otherwise offer any brand which meets or exceeds the

specification for any item but state the manufacturer's name and model number for any such brands in the bid. In addition, the Vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto.

- a. Bids lacking any indication of intent to offer an alternate brand or to take an exception shall be considered as the Vendor's commitment to complete compliance with the specifications and requirements as listed in the RFQ.

- 5.3.6 In the event all Vendors fail to meet the same mandatory requirement in an RFQ, the Department reserves the right, at its sole discretion, to waive that requirement for all Vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual response.

5.4 Foreign Vendors:

- 5.4.1 Foreign Vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuy.mo.gov>) website.

- a. When submitting a response, the Vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the Department if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their Vendor registration profile on the MissouriBUYS website.
- b. Foreign Vendors that have an IRS Employer Identification Number may register as a Vendor on the MissouriBUYS (<https://missouribuy.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their Vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Solicitation Response Submission Options:

- 5.5.1 Vendors have the option of submitting their bid either as an electronic response or as a hard copy response. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuy.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS).

5.6 Hard Copy Submission of Solicitation Response:

- 5.6.1 If the Vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the Vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid. The Vendor is instructed to review the bid submission provisions carefully to ensure they are providing all required pricing.
- a. The Vendor should include the solicitation number, company name, and a contact name on the hard copy bid documents.
 - b. The Vendor should include 1 additional copy along with their original bid. The front cover of the original bid should be labeled “original”, and the front cover of the copy should be labeled “copy”.
 - c. 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 Vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

5.7 Online Submission of Solicitation Response:

- 5.7.1 In order for the Vendor to submit their response, the Vendor must be registered in MissouriBUYS , powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to Vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/Vendor-registration-instructions>.
- 5.7.2 THE REGISTERED VENDOR MAY SUBMIT THEIR SEALED BID ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. All bids must (1) be submitted by a duly authorized representative of the Vendor’s organization, (2) contain all information required by the RFQ, and (3) be priced as

required. Unless the RFQ specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered Vendors may submit their bid electronically through MissouriBUYS, powered by MOVERS, by completing the applicable on-line pricing and by completing, attaching, and submitting all completed RFQ Vendor Response Exhibits (including **Exhibit 1, Bid Signature Page** and all other exhibits) and all other contents of their bid. The registered Vendor is instructed to review the RFQ submission provisions carefully to ensure they are providing all required pricing, Instructions on how a registered Vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS, website at:
<https://missouribuys.mo.gov/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at:
<https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>. Electronic responses shall not be submitted via email.
 - b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered Vendor, and then sent as an attachment to the electronic submission in MissouriBUYS. Other information requested or required may be sent as an attachment in MissouriBUYS. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments. All of the Vendor's bid attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 5.7.3 The Vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the bid end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the Vendor and their response at risk of not being accepted on time.

- 5.7.4 If a registered Vendor submits multiple responses in MissouriBUYS, powered by MOVERS, and if such responses are not identical, the Vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.7.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the Vendor should submit the response attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The Vendor should use the Microsoft Edge web browser when submitting their response in MissouriBUYS, powered by MOVERS. A Vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the Vendor's response to be unreadable which could negatively impact the evaluation of the Vendor's response.
- a. If Vendor technical assistance is needed when submitting a response, contact solocitations@oa.mo.gov.
- 5.7.6 Bids may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a bid prior to the official end date and time shall not be honored.
- 5.7.7 To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 5.7.8 A bid response may also be withdrawn after the bid target date through submission of a written request by an authorized representative of the Vendor to the Department. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the Vendor.
- 5.7.9 When submitting their electronic response, the registered Vendor indicates acceptance of all RFQ requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the response unless the Vendor's full compliance with those documents is indicated elsewhere within the Vendor's response.
- 5.7.10 It shall be the sole responsibility of the Vendor to monitor the MissouriBUYS, powered by MOVERS BID Board to obtain a copy of the RFQ amendment(s). Registered Vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered Vendors who have responded to the RFQ on-line prior to an amendment being issued should receive e-mail notification of the amendment(s).

Registered Vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered Vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the bid end date and time specified in the RFQ. If the RFQ is cancelled after the bid end date and time specified in the RFQ, the Procurement Officer of record will send email notification to all Vendors that responded to the RFQ informing them of the cancellation of the RFQ.

5.8 Evaluation Process:

- 5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.040, RSMo and as identified herein to determine the lowest and best Vendor(s).
- 5.8.2 Compliance Review: Each bid submitted in response to the RFQ will be reviewed for compliance with the mandatory requirements of the RFQ. The Vendor shall understand the state will not award a contract to a Vendor with a non-responsive (non-compliant) bid.
- a. A bid which contains non-responsiveness issues which could never be expected to be brought into compliance shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the Vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the response.
 - c. The Department reserves the right to reject any and all bids.
 - d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Vendors, price-fixing by Vendors, or any other anticompetitive conduct by Vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.3 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid.** In order to be considered a responsible and reliable Vendor and therefore be considered

eligible for award of a contract, the Vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their bid may result in a non-compliance determination of their bid response. In order to verify the Vendor's compliance, the state will review the Vendor's response to the following Business Compliance Exhibits:

- a. **Business Compliance Exhibit 5, State of Missouri Tax Compliance**, which is attached hereto and incorporated by reference as if fully set forth herein - In accordance with section 34.040.7 RSMo, the Vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.
- b. **Business Compliance Exhibit 6, Registration of Business Name with the Missouri Secretary of State**, which is attached hereto and incorporated by reference as if fully set forth herein - In accordance with section 351.572, RSMo, the Vendor must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.
- c. **Business Compliance Exhibit 7, Employee/Conflict of Interest**, which is attached hereto and incorporated by reference as if fully set forth herein.
- d. **General Business Compliance** - The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the Vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful Vendor shall remain in compliance with such laws for the duration of the resulting contract. The Vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)

- 4) Insurance (e.g., worker's compensation/unemployment compensation)
 - e. Each bid submitted in response the RFQ will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.
- 5.8.4 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the Procurement Officer before contract award. Upon discovering an apparent clerical error, the Procurement Officer will contact the Vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- a. The Department reserves the right to request clarification of any portion of the Vendor's response in order to verify the intent of the Vendor. The Vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 5.8.5 Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- 5.8.6 In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.
- 5.8.7 Cost Evaluation: After determining that a bid satisfies the mandatory requirements stated in the RFQ, the Department shall use objective analysis in conducting an assessment of the bid in accordance with the evaluation criteria stated below. The Vendor with the most points after completing the cost calculations and determining preference point and any bonus points is considered the lowest Vendor.
- a. Objective Evaluation of Cost: The cost evaluation shall be based on the price stated on the **Exhibit 3, Pricing Pages** for the contract period.
 - 1) Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

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

- 2) Cost Evaluation Quantities: The Vendor shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.
 - 3) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the Vendor offers that item, then the unit of measure being proposed by the Vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the Vendor and must be provided upon specific request from the Procurement Officer.
 - a) In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded. Vendors are encouraged to contact the Procurement Officer **prior to** submission of their solicitation to discuss anticipated unit modifications. The Vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.
 - 4) Prompt Payment Discount: The Vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the Department being able to meet the payment deadline, such discount shall not be considered in the cost evaluation.
 - 5) Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- b. The Domestic Products Procurement Act: In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the Vendor is advised that any goods purchased

or leased by any public Department shall be manufactured or produced in the United States.

- 1) Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over Vendors whose products do not qualify.
- 2) The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 3) If the Vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Department bears the burden of certification as required prior to the award of a contract.
- 4) If the lowest priced Vendor qualifies as American-made or in the event all of the Vendors or none of the Vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced Vendor does not qualify for the Buy American Preference but other Vendors do qualify, then the low Vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

5.9 Bid Opening:

- 5.9.1 Bid openings are public on the end date and at the opening time specified on the RFQ document.

5.10 Award Determination:

- 5.10.1 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the RFQ will be determined to be non-responsive and will not be considered for an award.
- 5.10.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive Vendor. Additionally, the state

shall determine whether a Vendor has met the business compliance requirements identified herein.

- a. If the lowest responsive Vendor is determined not to be responsible and reliable or fails to compliance with the business compliance requirements, the state shall conduct a determination of responsibility and reliability for the next lowest responsive Vendor.
- 5.10.3 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 5.10.4 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable Vendor determined as specified herein.
- 5.10.5 Any award of a contract shall be made by notification from the Department to the successful Vendor. The final determination of contract award(s) shall be made by the Department.
- a. Vendors that respond to an RFQ will be notified of the award results via e-mail.

******END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION
SECTION******

ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for responses, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local

legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
 - a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by general grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
 - c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
 - d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
9. Contractor Whistleblower Protections:
 - a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for

“whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- b. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

- a. The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Genetic Information Non-Discrimination Act (GINA)

- 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
 - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. 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, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.

11. Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

EXHIBIT 1 BID SIGNATURE PAGE



**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES
REQUEST FOR QUOTATION (RFQ)**

**DHSS 0000000007SL
FLUORESCENT MICROSCOPE**

Vendor's Organization Name:			
MissouriBUYS Supplier Number:			
Point of Contact:			
Phone Number:		Email Address:	
Mailing Address:			
City/State/Zip:			

I am authorized to submit a bid to the State of Missouri in response to the RFQ on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The Vendor agrees that 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 Vendor and the State of Missouri, as defined in section 4.1. By signing below, the Vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFQ and any previously issued RFQ amendments.

Authorized Signature	Date
Printed Name	Title

EXHIBIT 2, BID SUBMITTAL CHECKLIST

The following table is provided to assist the Vendor in completing their bid. It is the Vendor's sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid response. The Vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the Vendor's bid response.

No.	Description	Task Complete
1.	Complete and sign Exhibit 1, Bid Signature Page.	<input type="checkbox"/>
2.	Complete all pricing required on Exhibit 3, Pricing Page(s).	<input type="checkbox"/>
3.	Complete and sign Exhibit 4, Domestic Products Procurement Act (Buy American) Preference.	<input type="checkbox"/>
4.	Complete Business Compliance Exhibit 5, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	<input type="checkbox"/>
5.	Complete Business Compliance Exhibit 6, Registration of Business Name with the Missouri Secretary of State.	<input type="checkbox"/>
6.	Complete Business Compliance Exhibit 7, Employee/Conflict of Interest.	<input type="checkbox"/>
7.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFQ).	<input type="checkbox"/>

REMINDER: Vendors do not need to return RFQ Sections 1 through 5 or the RFQ attachments, if any, with their bid response.

EXHIBIT 3, PRICING PAGES

- i. **Mandatory Pricing Pages Requirements:** The Vendor shall provide firm, fixed pricing for Fluorescent Microscope pursuant to all mandatory requirements herein. The Vendor must clearly describe any one-time required firm, fixed costs necessary to meet the RFQ requirements herein. The Vendor must indicate any other relevant information related to the pricing of their proposed products. The Vendor must provide firm, fixed pricing for all products and services needed to meet the requirements as identified in **Section 2.2.2** above and to fulfill all of the Vendor's commitments included in their bid thereto. The Vendor must understand and agree, if awarded a contract, no additional costs shall be assessed to the State of Missouri to meet the requirements identified herein unless the State of Missouri amends the contract to request additional Scope of Work.

The Vendor must provide firm, fixed guaranteed not-to-exceed total price and must not enter "TBD" (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the bid is non-responsive.

- ii. **Required Pricing:** The Vendor shall provide firm, fixed pricing for the specified items listed in the table below. The Vendor's prices shall include all packing, handling, and shipping charges FOB Destination, Freight Prepaid and Allowed unless otherwise specified in the RFQ.

Line Item	Mandatory Specifications	Estimated Quantity	Unit	Firm, Fixed Price
1	UNSPSC Code: 41000000 Fluorescent Microscope	1	EA	\$ _____

- iii. **Delivery:**

The desired delivery is before June 30, 2026.

- iv. **Warranty:**

The Vendor should state the manufacturer warranty period which shall cover microscope and components. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Microscope: _____

Warranty on Components: _____

- v. **Prompt Payment Discount:** The Vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the Department's ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost evaluation.

Vendor's Response:

- vi. **Purchasing Card:** The State of Missouri reserves the right to purchase goods and services using the state purchasing card. The Vendor should indicate whether payments would be allowed via the state's purchasing card at no additional cost.

Will the Vendor allow payment via the states purchasing card at no additional cost?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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EXHIBIT 4, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with the Buy American Act, the Vendor must provide proof of compliance with sections 34.350-34.359, RSMo. The Vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The Vendor may be required to provide supporting documentation indicating proof of compliance. This document must be satisfactorily completed prior to an award of a contract.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

The Vendor must complete the following applicable tables to certify whether:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The Vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

☐

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

☐

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

1. For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3.**
 - For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4.**
 - For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5.**
 - For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6. - (Exhibit continues next page)**

EXHIBIT 4, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE - CONTINUED

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)			
<ul style="list-style-type: none"> List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference. List U.S. city and state where products proposed are manufactured or produced. 			
Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)			
<ul style="list-style-type: none"> List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference. List country where product proposed is manufactured or produced. 			
Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)			
<ul style="list-style-type: none"> ✓ List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies. ✓ Identify country where proposed foreign-made product is manufactured or produced. ✓ Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free. ✓ Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation. ✓ NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, “Most Favored Nation” status does not allow application of the preference unless the product enters the U.S. duty/tariff-free. 			
Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- ✓ List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- ✓ Identify country where proposed foreign-made product is manufactured or produced.
- ✓ Identify sole US manufacturer name.
- ✓ Identify name of sole US manufactured product/line of particular good.

(Exhibit continues on next page)

EXHIBIT 4, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE - CONTINUED

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The Vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (Scanned or typed signature is acceptable)

COMPANY NAME

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Vendor certifies by signing the signature page of **Exhibit 1, Bid Signature Page** of this original document and any amendment signature page(s) that the Vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Vendor shall provide documentation of compliance with the Vendor's response and upon request by the Department.

- Business Compliance Exhibit 5, State of Missouri Tax Compliance
- Business Compliance Exhibit 6, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit 7, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT 5,
STATE OF MISSOURI TAX COMPLIANCE**
STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, the Department is precluded from contracting with a Vendor or its affiliate who 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.

In order to verify the Vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the Vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the Vendor is verifying the Vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The Vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT 6,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the Vendor must be properly registered with the Missouri Secretary of State or identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the Vendor is properly registered with the Missouri Secretary of State, the Vendor must either be 1) properly registered with the Missouri Secretary of State at time of bid submission or prior to contract award or 2) must identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, Vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the Vendor's business is already registered, the Vendor should complete the table below with the Vendor's business name and the charter number assigned to the Vendor's business.

Information on registering with Missouri Secretary of State: If the Vendor's business is not yet properly registered with the Missouri Secretary of State, the Vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the Vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the Vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the Vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>

(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**BUSINESS COMPLIANCE EXHIBIT 7,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

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 Department or political subdivision where employed:	
Percentage of ownership interest in Vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %