



## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of Aviation Fuel as set forth herein.

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

- a. Request for Proposal Cover Page
- b. Introduction and General Information
- c. Terms and Conditions
- d. Contractual Requirements
- e. Proposal Submission Information
- f. Exhibits A – C
- g. Attachment 1

**1.2 Site Tour** - Offerors may visit the site by contacting Tanner Rindels, Skyhaven Airport, at (660) 543-4921.

### **1.3 Questions Regarding the RFP:**

1.3.1 Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. The offeror is advised that any questions received after Tuesday, July 10, may not be addressed.

**PROCUREMENT AND MATERIALS MANAGEMENT OFFICE**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Procurement and Materials Management Office.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Johnson County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement and Materials Management Office if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the Procurement and Materials Management Office, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least seven calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Procurement and Materials Management Office in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Procurement and Materials Management Office monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The Procurement and Materials Management Office reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the University's website at: <http://www.ucmo.edu/procurement> to obtain a copy of the amendment(s).

### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.

### 5. SUBMISSION OF PROPOSALS

- a. Proposals must be submitted by delivery of a hard copy to the Procurement and Materials Management Office. Delivered proposals must be sealed in an envelope or container, and received in the Procurement and Materials Management Office located at 102 W. South Street, Warrensburg, MO 64093 no later than the exact opening

time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required.

- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Procurement and Materials Management Office, may be modified or withdrawn by signed, written notice which has been received by the Procurement and Materials Management Office prior to the official opening date and time specified. A proposal may also be modified or withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify or withdraw a proposal shall not be honored.
- d. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- e. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## **6. PROPOSAL OPENING**

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Procurement and Materials Management Office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and will not be opened. The sole exception to this rule is if the University offices are closed on the proposal due date due to inclement weather. In such case, the proposals will be opened on the next business day that University offices are opened. However, the offeror must provide the Procurement and Materials Management Office with written proof from the postal or courier service that the promised delivery time was prior to the time set for the opening of proposals.

## **7. PREFERENCES**

- a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Procurement and Materials Management Office to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, Procurement and Materials Management Office reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Procurement and Materials Management Office reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The Procurement and Materials Management Office reserves the right to reject any and all proposals.

- g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Procurement and Materials Management Office to the successful offeror. The Procurement and Materials Management Office reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Procurement and Materials Management Office based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Procurement and Materials Management Office reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. The final determination of contract(s) award shall be made by the Procurement and Materials Management Office.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any negotiation request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor negotiation response(s), (3) clarification of the proposal, if any, and (4) the Procurement and Materials Management Office's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Procurement and Materials Management Office or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation.
- b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the contract and/or purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Procurement and Materials Management Office.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The University 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 University's rejection and shall be returned at the contractor's expense.

**11. DELIVERY**

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

**12. INSPECTION AND ACCEPTANCE**

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

**13. WARRANTY**

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

**14. CONFLICT OF INTEREST**

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

**15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University 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 University.

**16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Procurement and Materials Management Office may cancel the contract. At its sole discretion, the Procurement and Materials Management Office may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Procurement and Materials Management Office within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Procurement and Materials Management Office will issue a notice of cancellation terminating the contract immediately. If it is determined the Procurement and Materials Management Office improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the Procurement and Materials Management Office cancels the contract for breach, the Procurement and Materials Management Office 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 Procurement and Materials Management Office deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated for each fiscal year included within the contract period (the University's fiscal year runs July 1 through June 30). The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

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

## **18. BANKRUPTCY OR INSOLVENCY**

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

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

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

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

If discrimination by a contractor is found to exist, the Procurement and Materials Management Office shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Procurement and Materials Management Office until corrective

action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

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

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall deliver Aviation Fuel to the University, in accordance with the provisions and requirements stated herein, on an as needed, if needed, basis.
- 1.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **1.2 Estimated Annual Usage of Fuels:**

- 1.2.1 100 Low Lead Fuel – 100,000 gallons. The storage capacity is 12,000 gallons. Orders are routinely placed for approximately 8,000 gallons.
- 1.2.2 Jet A Fuel – 40,000 gallons. The storage capacity is 12,000 gallons. Orders are routinely placed for approximately 7,000 gallons.

### **1.3 Specific Requirements:**

- 1.3.1 The contractor shall provide fuel that is free from excessive amounts of solid and foreign materials and must meet applicable ASTM standards.
- 1.3.2 The Jet A Fuel shall have an icing inhibitor additive.
- 1.3.3 Laboratory Testing:
  - a. The University reserves the right to remove samples for laboratory testing.
  - b. If the samples fail to meet contracted specifications, the University reserves the right to purchase fuel elsewhere. If the University purchases fuel elsewhere, the Contractor shall reimburse the University for any and all cost incurred above the contracted price.
- 1.3.4 Invoicing:
  - a. The contractor must submit valid proof (e.g. invoice quotation) from the contractor's supplier listing the price quoted to the contractor for the fuel ordered by the University and any applicable fees and taxes. The contractor shall include such proof along with the contractor's billing/invoice to the University.
  - b. The contractor shall understand and agree that the contractor's percentage of markup above the terminal price shall remain constant for the contract period.
- 1.3.5 Delivery:
  - a. The contractor shall delivery fuel Monday through Friday, between 7:00 am and 1:00 pm, Central Time, excluding University holidays. For any deliveries outside of this timeframe, the contractor shall pre-arrange delivery time no less than 24 hours prior to anticipated delivery time.
  - b. The University will make every attempt to place orders at least 24 hours before delivery is required. For any delivery placed at with at least 24 hours notice, the contractor shall not charge the University any delivery fee above the "transportation cost to storage farm at Skyhaven Airport" specified on the Pricing Page.

- 1.3.6 Training – The contractor must conduct NATA Safety First training for fuel handling requirements. The contractor shall provide all documents and materials related to the training.
- a. Historically, the contractor has shared in the cost with the University in providing the NATA Safety First training.

#### **1.4 Program Requirements:**

- 1.4.1 The contractor shall accept credit card payments for each type of credit card specified in the awarded proposal.
- 1.4.2 The contractor shall be solely responsible for all cost associated with marketing and advertising of fueling vehicles to include, but not be limited to, the following:
- a. Brand name.
- b. Fuel type.
- c. Fuel placards.
- d. Emergency placards/stickers.
- 1.4.3 The contractor shall understand and agree that the University reserves the right to advertise the University on any and/or all refueling vehicles owned and operated by the University and will do so at their own expense. Furthermore, the University reserves the right to supersede any other advertisement on any location on the vehicle in which it desires to advertise without consent of the vendor.
- 1.4.4 The contractor shall provide advertisement, listing, or airport information in any and/or all local, regional, and national publications or “network” trade publications in which the vendor endorses, markets, or advertises the contractor’s product at no additional expense to the University.
- 1.4.5 The University reserves the right to elect to advertise on personnel uniforms in any manner deemed appropriate by the University without the consent of the vendor.

#### **1.5 Other Contractual Requirements:**

- 1.5.1 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the University exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.5.2 Termination - The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the University, become the property of the University. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the University pursuant to the contract prior to the effective date of termination.
- 1.5.3 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the University, 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 University, 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 University, including its employees and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the University for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.5.4 Insurance - The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the University is protected as an additional insured. The contractor must submit evidence of insurance coverage to the Procurement and Materials Management Office within thirty (30) calendar days of the receipt of the notice of award. In the event any insurance coverage is canceled, the Procurement and Materials Management Office must be notified immediately.

- a. Public Liability and Property Damage Insurance: Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract including all trucks and automobiles used, whether owned or not, and whether such operations be by the contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

1. Public Liability and Property Damage -

Bodily injury:

each person	\$300,000
aggregate	\$2,000,000

Property damage:

each accident	\$2,000,000
aggregate	\$2,000,000

2. Automobile Public Liability and Property Damage -

Bodily injury:

each person	\$300,000
aggregate	\$2,000,000

Property damage:

each accident	\$1,000,000
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- b. Such policy or policies shall by proper endorsement cover any liability of contractor under the indemnification provision.

- 1.5.5 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the University and to ensure that the University 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 University and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the University prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
    - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
    - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 1.5.6 Substitution of Personnel - The contractor agrees and understands that the University'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 proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the University's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The University agrees that an approval of a substitution will not be unreasonably withheld.
- 1.5.7 Authorized Personnel:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
  - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein.
  - 2) Provide to the Procurement and Materials Management Office the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program.
  - 3) Submit to the Procurement and Materials Management Office a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the University. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.5.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the University. 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 University or the Procurement and Materials Management Office throughout the effective period of the contract.

1.5.10 Property of the University - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the University. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the University.

1.5.11 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University.
- b. If required by the University, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

1.5.12 Indemnification:

- a. Each party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party's employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by section 537.600, RSMo, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of section 537.600, RSMo.
- b. In the event of legal actions or claims arising out of this contract against the University, the Board of Governors, or its employees or agents, the contractor will share the cost of litigation, defense, judgment or settlement on a 50/50 basis with the University. The University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker's compensation claims.
- c. If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the contractor or were solely the fault of the contractor, the contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.

## **1. PROPOSAL SUBMISSION INFORMATION**

### **1.1 Submission of Proposals:**

1.1.1 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

1.1.2 To facilitate the evaluation process, the offeror is encouraged to organize their proposal to respond to each paragraph of the RFP, particularly, utilize the same numbering arrangement for each item in the specifications. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal. The proposal should be page numbered.

**1.2 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Procurement and Materials Management Office reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

1.2.1 Negotiations may be conducted in person, in writing, or by telephone.

1.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Procurement and Materials Management Office reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

1.2.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

1.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Procurement and Materials Management Office that a change in such requirements is in the best interest of the University.

### **1.3 Evaluation and Award Process:**

1.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

- a. Cost – 45 points
- b. Offeror’s Experience – 10 points
- c. Method of Performance – 45 points

1.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the University. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the

offeror's expense. All arrangements and scheduling shall be coordinated by the Procurement and Materials Management Office.

#### 1.4 Evaluation of Cost:

1.4.1 Pricing – The offeror must provide pricing as required on Exhibit A – Pricing Page

1.4.2 Objective Evaluation of Cost - The cost evaluation shall be based on a total cost determined using the sum of the prices stated on the Pricing Page.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (45)} = \text{Assigned Cost Points}$$

1.5 **Evaluation of Offeror's Experience** - Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

1.5.1 Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

- a. If information about current and/or previous experiences is not identified in the proposal or a sufficient number of experiences are not provided, the Procurement and Materials Management Office may request such information. If requested, the Procurement and Materials Management Office must receive the information by no later than the date specified by the Procurement and Materials Management Office at the time of the request. However, the offeror is cautioned that failure to submit the necessary information may have an adverse impact on the subjective evaluation of the offeror's proposal and the University is under no obligation to request the information.
- b. As part of the evaluation process, the University may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror. The offeror shall agree and understand that the University is not obligated to contact the offeror's references.

1.6 **Evaluation of Method of Performance** - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

1.6.1 Description of Proposed Services – The offeror should address each paragraph within the Terms and Conditions and the Contractual Requirements by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Terms and Conditions and the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

- 1.6.2 The offeror should describe all program options available to the University.
- 1.6.3 The offeror should provide a complete listing of credit cards that with offeror proposes to accept and should specify any processing fees associated with each card.
- 1.6.4 The offeror should describe the offeror's proposed marketing/advertising program including, but not limited to, the following:
- a. Brand name, fuel type, fuel placards, emergency placards/stickers.
  - b. Uniform advertisements to include, but not be limited to, the patches, logos, trademarks, copyrights, and colors.
  - c. Names of the publications in which the offeror will endorse, market, and/or advertise.
- 1.6.5 The offeror should provide the University with all information available on uniform allowance programs that the offeror provides.
- 1.6.6 The offeror should describe any refueling vehicle purchase or lease programs that the offeror provides.
- 1.6.7 The offeror should provide information to demonstrate product reliability.
- 1.6.8 The offeror should specify the deliverability of fuel to the University including time to and distance from the University for delivery.
- 1.6.9 The offeror should specify and cost sharing programs in providing NATA Safety First training.
- 1.7 Miscellaneous Submittal Information:**
- 1.7.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 1.7.2 The offeror must provide Material and Safety Data Sheets (MSDS) with their proposal.

**EXHIBIT A**  
**PRICING PAGE**

The offeror shall complete each line specified below and shall provide proof of the terminal prices quoted, **for pricing as of June 26, 2012**. All costs associated with providing the required services shall be included in the stated prices.

<b>Aviation Fuel 100LL</b>	
Terminal Price Based on June 26, 2012	\$
Transportation cost to storage farm at Skyhaven Airport	\$
Offeror's markup <i>(the percentage of markup above the terminal price shall remain constant for the contract period)</i>	\$
Missouri Aviation Tax	\$
Missouri Inspection Fee	\$
Missouri Underground Storage Tank Tax	\$
<b>TOTAL PRICE</b>	<b>\$</b>

<b>Jet A Fuel</b>	
Terminal Price Based on June 26, 2012	\$
Transportation cost to storage farm at Skyhaven Airport	\$
Offeror's markup <i>(the percentage of markup above the terminal price shall remain constant for the contract period)</i>	\$
Missouri Aviation Tax	\$
Missouri Inspection Fee	\$
Missouri Underground Storage Tank Tax	\$
<b>TOTAL PRICE</b>	<b>\$</b>

1. Specify Minimum Load required for 100LL: \_\_\_\_\_ gallons
2. Specify Minimum Load required for Jet A: \_\_\_\_\_ gallons
3. Response Time/Delivery: \_\_\_\_\_ hours after receipt of order.
4. Discounts offered for prompt payment:  
 \_\_\_\_\_ % \_\_\_\_\_ days after receipt of invoice.

**PRICING PAGE - continued**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein.

I (we) received Amendment Number \_\_\_\_\_. (Fill in numbers(s), if none, write "none")

<b>BUSINESS NAME</b>	
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

**EXHIBIT B**  
**CURRENT/PRIOR EXPERIENCE**

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES:

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES

**EXHIBIT C**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

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

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Date*

## ATTACHMENT 1

### VENDOR NO TAX DUE CERTIFICATION

In accordance with Section 34.040.6 RSMo, the University of Central Missouri 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 RSMo 144.

In order for the University to be able to assign the contract to your company, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official “Vendor No Tax Due” certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the “Vendor No Tax Due” certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. Once the “Vendor No Tax Due” certificate is issued, submit it to my attention at the address noted above. (The certificate may also be faxed to my attention at 660-543-8345.) **If you do not provide the “Vendor No Tax Due” certificate and/or maintain a compliant tax status, it may render your company unacceptable for further consideration for University of Central Missouri contracts.**

You may obtain a “Vendor No Tax Due” certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the “Vendor No Tax Due” certificate. Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue’s website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

If you are not already registered as a vendor with the State of Missouri, you are encouraged to register on the state’s On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>). Instructions for registering on this website are available on the Home page of the website.

Thank you for your attention to this urgent matter.

