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2007 Missouri Quality Award Winner

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REQUEST FOR PROPOSALS
#6-081016
EXTRA HEAVY DUTY TANDEM AXLE DUMP TRUCK

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described products and/or services to the Missouri Highways and Transportation Commission (**MHTC**). One original and eight (8) copies of each proposal must be mailed in a sealed envelope to General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to General Services Procurement, Missouri Department of Transportation at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be received no later than 2:00 p.m., October 16, 2008.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

- (2) The Offeror agrees to provide the products and/or services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Extra Heavy Duty (XHD) Tandem Axle Turn Key Dump Trucks to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MoDOT primarily utilizes XHD Tandem Axle Dump Trucks for highway maintenance and snow removal operations. Snowplow operations are generally performed using a 14-foot plow. Bed-mounted spreaders are used to spread salt, ice control chips and salt brine. The dump bed may be utilized to haul other materials for maintenance operations such as hot mix, cold mix, cinders, rock, etc. Other XHD attachments owned by MoDOT such as trailers utilize an air break system and hydraulic controls. Weight capacity in these applications should be a total weight of 50,600 lbs.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** One year from notice to proceed with the option to renew for four (4) additional one-year periods.
- (E) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process or other questions must be directed to Rebecca L. Jackson, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri, 65102 (573) 526-7930 (phone) or Rebecca.Jackson@modot.mo.gov (Email). All written questions must be addressed to Rebecca L. Jackson no later than 10:00 a.m., CDT September 25, 2008. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://modot.mo.gov/business/contractor_resources/g_s_bidding/Cocommodities.htm in the form of a written addendum. It is anticipated this addendum will be issued before September 30, 2008.

**SECTION (2):
SCOPE OF WORK**

- (A) **Products/Services:** The Offeror shall provide the following items:
XHD Tandem Dump Trucks capable of performing in accordance with the background information provided above as well as in accordance with any terms and conditions identified below. Turn-key shall mean a completely constructed dump truck including the chassis, cab, dump body, hydraulic and lighting systems.
- (B) **Specific Requirements:** The Offeror will provide to General Services Procurement one original and eight (8) copies of a program proposal which will include the following:
- MoDOT prefers base units, which can accommodate the following needs:
- (1) MoDOT currently owns 14-foot snowplows and 12 cubic yard bed mounted spreaders. The current owned equipment Make is Viking-Cives and the Model number is MoDOT14. Proposals offering the use of agency owned equipment is preferred. Other XHD Tandem

Dump Trucks utilizing other forms of plows and spreaders are acceptable, however, the offeror must include a list of available plow and spreader equipment and associated pricing.

- (2) MoDOT currently utilizes an LED warning light system, visible through 360 degrees, outlining the boundaries of the vehicle when all other equipment is mounted. Minimally, the lighting offered must provide the same level of visibility.
 - (3) Unit offered should be capable of making a 350-mile trip before refueling.
 - (4) Units should be equipped with a closed center, pressure compensating, and variable displacement hydraulic system. The size should be sufficient to run multiple hydraulic accessories at one time.
 - (5) State law requires all material loads must be covered during transport.
 - (6) Driver and operator comfort and safety are important factors to our employees when operation can be for several hours in undesirable conditions.
 - (7) Units offered must be new, unused 2008 or newer model year.
 - (8) MoDOT prefers the ability to burn alternative fuels such as B20.
- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the products/services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror. MHTC reserves the right to award this RFP to multiple suppliers when deemed to be in the best interest of MoDOT.

- (A) **MHTC's Representative:** MoDOT's Rebecca Jackson is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Statewide Fleet and/or District General Services Manager. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Statewide Fleet and/or District General Services Manager throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.

- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
 - (1) Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC reserves the right to consider the use of minority and female employees when making the award of the Agreement.

- (2) Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these products/services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- (1) By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
- (2) In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (L) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (M) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (N) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at

Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

- (O) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (P) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (Q) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (R) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (S) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
 - (1) MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 - (2) MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (T) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- (U) **Insurance:**
 - (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- (a) General Liability Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- (b) Automobile Liability Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- (c) Missouri State Workmen’s Compensation policy or equivalent in accordance with state law.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

- (1) Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Rebecca Jackson as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
- (2) Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- (3) Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection following contract execution and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- (4) Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca L. Jackson, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930.

(B) REQUIRED ELEMENTS OF PROPOSAL

- (1) Equipment Performance and Compatibility.** The proposal must clearly address all items in Section 2.(B) above as it relates to the operability of the equipment they are offering. In addition, the Offeror must provide the following information:
 - (a) Provide a detailed description of the tarp system utilized with the equipment you are offering along with any detailed information on the operation of the tarp system offered.
 - (b) Provide detailed information related to the hydraulic system utilized. This should include but not be limited to number of gallons per minute, system capacity and detailed hydraulic schematics.
 - (c) Describe how the equipment you are offering will meet and or exceed our expectations related to driver/operator comfort and safety. This should include but not be limited to information related to the heating/air conditioning system, safety lighting system offered, seating, visibility, etc.
 - (d) Provide detailed information related to fuel mileage, fuel tank capacity and fuel requirements for the equipment being offered.
 - (e) Provide an equipment line sheet for the equipment being offered. Detailed product performance, construction and capacity information related to the components of the

XHD dump truck should be included in this document. This should include all cab, chassis, and body builder information.

- (f) Any documentation identifying equipment performance such as pictures or videos. MoDOT may request an on-site equipment demonstration during the RFP evaluation process. This demonstration will be at the expense of the Offeror.
- (g) For the units offered, provide a price for your standard production body color(s) and include a color chip(s) with your proposal.

(2) Proposed Method of Performance: The proposal must clearly provide the following information:

- (a) Provide the location where the dump trucks will be assembled.
- (b) Provide detailed component specifications for the equipment you are offering.
- (c) Provide the required production schedule from receipt of order as well as production locations for potential on site plant visits during production.
- (d) Provide a list of authorized service centers within the State of Missouri.
- (e) Will your firm allow “in-house” warranty related repairs and if so, please describe the process used for documenting and reimbursing for said repairs.
- (f) Provide a list to include Contact name, company name, telephone number and/or email address along with the total quantity and model for all trucks delivered in Missouri over the past six months.

(3) Total Cost, Fees and Expenses: Using the attached Section (5) Price Page provide a detailed cost structure for the following items:

- (a) Base Truck Unit Cost with any applicable quantity discounts. Cost per truck should include all applicable FOB Destination fees to any MoDOT location in the State of Missouri.
- (b) Costs of any optional attachments to meet our snow removal and maintenance needs.
- (c) Full description of base warranty coverage and length of coverage.
- (d) Full description of extended warranty coverage, length of coverage as well as cost.

(C) EVALUATION CRITERIA AND PROCESS

(1) Evaluation Factors: Any agreement resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- (a) Equipment Performance and Compatibility;
- (b) Proposed Method of Performance;
- (c) Total Cost, Fees and Expenses.

(2) Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

- (3) **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

- (1) **Fee Schedule:** The Offeror must submit a proposed cost for all items defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.
- (2) **Contract Extensions:** Provide a detailed description of the method to be used for any potential cost increases/decreases during contract renewal periods.

**SECTION (5):
PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein for each series of bonds to be issued:

1. **Unit Cost:** The unit cost per truck as well as a description of any potential quantity discounts.

Description	Unit Cost
	\$
	\$
	\$

(B) **Additional Add Alternates:** In addition to those items described below, please provide a comprehensive list of add alternates available with the equipment you are offering. Offeror may attach additional sheets if adequate space is not available on this sheet.

Description	Unit Cost
Dupont N2065 Yellow color on the truck cab and bed.	\$
Equipped to mount and operate an underbody plow wing.	\$
Equipped to mount and operate a left plow wing.	\$
Equipped to mount and operate a right plow wing.	\$
Mechanical/Operator Training (both on-site and off-site options)	\$
Diagnostic Software	\$
Extended Warranty(ies)	\$

Signature of Offeror: _____ Date: _____

Company Name: _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.