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| STATE OF MISSOURI**LOCAL PURCHASE ORDER** | ORDER NUMBER |
| REQUISITION NUMBER | VENDOR NUMBER | TOTAL AMOUNT OF ORDER$ | APPROVAL NUMBER | PAGE OF  |
| ORDER DATE | ORDERED BY | PHONE NUMBER | DELIVERY DATE: BY WEEK OF |
|  TO: THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE REFERENCED SOLICITATION DOCUMENT AS WELL AS THOSE ON THE REVERSE SIDE. | DELIVER TO: (F.O.B. DESTINATION) |
| INVOICE TO: (SEND ORIGINAL & THREE COPIES)ORDER NUMBER MUST APPEAR ON ALL INVOICES |
| DESCRIPTION | ITEM NO. | QUANTITY ORDERED | UNIT | UNIT PRICE | AMOUNT |
| (SHADED AREA IS OPTIONAL) |  |  |  |  |  |
| **TOTAL** |  |
| FUND | AGENCY | ORG/SUB ORG | OBJECT/SUB OBJ | ACTIVITY | FUNCTION | JOB/PROJECT | REPTCAT | APPRU | AMOUNT | REMARKS |
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| AGENCY APPROVAL (AUTHORIZED APPROVAL AUTHORITY) | DATE |

MO 300-0389 (2-12) **DISTRIBUTION: WHITE** - VENDOR **CANARY** - AGENCY **PINK** - RECEIVING SAM II

# STATE OF MISSOURI - TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall **REMEDIES AND RIGHTS**

be governed solely by the specifications and requirements contained herein. Any a. No provision in the contract shall be construed, expressly or implied, as a waiver change must be accomplished by a formal signed amendment prior to the effective by the State of Missouri of any existing or future right and/or remedy available by date of such change. law in the event of any claim by the State of Missouri of the contractor’s default or

breach of contract.

**APPLICABLE LAWS AND REGULATIONS** b. The contractor agrees and understands that the contract shall constitute an

a. The contract shall be construed according to the laws of the State of Missouri assignment by the contractor to the State of Missouri of all rights, title and interest (state). The contractor shall comply with all local, state, and federal laws and in and to all causes of action that the contractor may have under the antitrust laws regulations related to the performance of the contract to the extent that the same of the United States or the State of Missouri for which causes of action have may be applicable. accrued or will accrue as the result of or in relation to the particular equipment,

1. To the extent that a provision of the contract is contrary to the Constitution or laws supplies, and/or services purchased or procured by the contractor in the fulfillment

of the State of Missouri or of the United States, the provisions shall be void and of the contract with the State of Missouri. unenforceable. However, the balance of the contract shall remain in force between

the parties unless terminated by consent of both the contractor and the state.

1. 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

# CANCELLATION OF CONTRACT

1. In the event of material breach of the contractual obligations by the contractor, the

by law or regulations. state may cancel the contract. At its sole discretion, the state may give the

1. The contractor must timely file and pay all Missouri sales, withholding, corporate contractor an opportunity to cure the breach or to explain how the breach will be and any other required Missouri tax returns and taxes, including interest and cured. The actual cure must be completed within no more than 10 working days additions to tax. from notification, or at a minimum the contractor must provide the state within 10
2. The exclusive venue for any legal proceeding relating to or arising out of the working days from notification a written plan detailing how the contractor intends contract shall be in the Circuit Court of Cole County, Missouri. to cure the breach.
3. The contractor shall only employ personnel authorized to work in the United b. If the contractor fails to cure the breach or if circumstances demand immediate States in accordance with applicable federal and state laws and Executive Order action, the state will issue a notice of cancellation terminating the contract 07-13 for work performed in the United States. immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with

**INVOICING AND PAYMENT** the contract.

1. The State of Missouri does not pay state or federal taxes unless otherwise c. If the state cancels the contract for breach, the state reserves the right to obtain required under law or regulation. Prices shall include all packing, handling, and the equipment, supplies, and/or services to be provided pursuant to the contract shipping charges FOB destination, freight prepaid and allowed unless otherwise from other sources and upon such terms and in such manner as the state deems specified herein. appropriate and charge the contractor for any additional costs incurred thereby.
2. The statewide financial management system has been designed to capture d. The contractor understands and agrees that funds required to fund the contract

certain receipt and payment information. For each purchase order received, an must be appropriated by the General Assembly of the State of Missouri for each

invoice must be submitted that references the purchase order number and must fiscal year included within the contract period. The contract shall not be binding be itemized in accordance with items listed on the purchase order. Failure to upon the state for any period in which funds have not been appropriated, and the comply with this requirement may delay processing of invoices for payment. state shall not be liable for any costs associated with termination caused by lack

1. The contractor shall not transfer any interest in the contract, whether by

assignment or otherwise, without the prior written consent of the state.

1. Payment for all equipment, supplies, and/or services required herein shall be

of appropriations.

made in arrears unless otherwise indicated in the specific contract terms. **BANKRUPTCY OR INSOLVENCY** Upon filing for any bankruptcy or insolvency

1. The State of Missouri assumes no obligation for equipment, supplies, and/or proceeding by or against the contractor, whether voluntary or involuntary, or upon the services shipped or provided in excess of the quantity ordered. Any unauthorized appointment of a receiver, trustee, or assignee for the benefit of creditors, the

quantity is subject to the state’s rejection and shall be returned at the contractor’s contractor must notify the state immediately. Upon learning of any such actions, the expense. state reserves the right, at its sole discretion, to either cancel the contract or affirm the

1. All invoices for equipment, supplies, and/or services purchased by the State of contract and hold the contractor responsible for damages. Missouri shall be subject to late payment charges as provided in section 34.055,

RSMo. **INVENTIONS, PATENTS AND COPYRIGHTS** The contractor shall defend, protect,

1. The State of Missouri reserves the right to purchase goods and services using the and hold harmless the State of Missouri, its officers, agents, and employees against state purchasing card. 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.

**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 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION** In connection with the

reasonable period of time, if a specific time is not stated. 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

**INSPECTION AND ACCEPTANCE** employees or applicants for employment on the basis of race, color, religion, national

a. No equipment, supplies, and/or services received by an agency of the state origin, sex, age, disability, or veteran status unless otherwise provided by law. If the pursuant to a contract shall be deemed accepted until the agency has had contractor or subcontractor employs at least 50 persons, they shall have and maintain reasonable opportunity to inspect said equipment, supplies, and/or services. an affirmative action program which shall include:

1. All equipment, supplies, and/or services which do not comply with the

specifications and/or requirements or which are otherwise unacceptable or a. A written policy statement committing the organization to affirmative action and 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.

assigning management responsibilities and procedures for evaluation and

dissemination;

b. The identification of a person designated to handle affirmative action;

1. The State of Missouri reserves the right to return any such rejected shipment at c. The establishment of non-discriminatory selection standards, objective measures

the contractor’s expense for full credit or replacement and to specify a reasonable to analyze recruitment, an upward mobility system, a wage and salary structure, date by which replacements must be received. and standards applicable to layoff, recall, discharge, demotion, and discipline;

1. The State of Missouri’s right to reject any unacceptable equipment, supplies, d. The exclusion of discrimination from all collective bargaining agreements; and

and/or services shall not exclude any other legal, equitable or contractual e. Performance of an internal audit of the reporting system to monitor execution and remedies the state may have. to provide for future planning.

**CONFLICT OF INTEREST** Elected or appointed officials or employees of the State If discrimination by a contractor is found to exist, the state shall take appropriate of Missouri or any political subdivision thereof, serving in an executive or enforcement action which may include, but not necessarily be limited to, cancellation administrative capacity, must comply with sections 105.452 and 105.454, RSMo, of the contract, suspension, or debarment by the state until corrective action by the regarding conflict of interest. contractor is made and ensured, and referral to the Attorney General’s Office,

whichever enforcement action may be deemed most appropriate.

**WARRANTY** The contractor expressly warrants that all equipment, supplies, and/or

services provided shall: (1) conform to each and every specification, drawing, sample **AMERICANS WITH DISABILITIES ACT** In connection with the furnishing of or other description which was furnished to or adopted by the state, (2) be fit and equipment, supplies, and/or services under the contract, the contractor and all sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and subcontractors shall comply with all applicable requirements and provisions of the workmanship, and (5) be free from defect. Such warranty shall survive delivery and Americans with Disabilities Act (ADA).

shall not be deemed waived either by reason of the state’s acceptance of or payment

for said equipment, supplies, and/or services.

MO 300-0389 (2-12) REVISED 01/12