



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

Steven W. Beeson, Procurement Officer I  
[steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov)  
(573) 526-6590 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
March 1, 2019	Attn: Kent Burke, Sr. Vice President Performance Food Group, Inc. Dba Vistar-Maxima 3909 East Holt Road Holt, MI 48842	Amendment 002 CR1803602	Recreation Items For Resale in Offender Canteens For Missouri Department of Corrections Various Institutions

**CONTRACT CR1803602 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 3.1.2 and 3.1.3 on page 10, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 23, 2019 through March 22, 2020.

All other terms, conditions, and provisions of the previous contract period, including pricing, shall remain and apply hereto.

**Return of this amendment by the contractor is not required.**

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Susan D. Pulliam, Chief Financial Officer, Division of Human Services

3-6-19

Date



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN December 21, 2018 TO:

Lisa Graham, Procurement Officer II

[Lisa.Graham@DOC.mo.gov](mailto:Lisa.Graham@DOC.mo.gov)

(573) 526-6611 (Phone)

(573) 522-1562 (Fax)

FMU/PURCHASING SECTION

P.O. BOX 236

JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
12/7/18	Attn: Kent Burke, Sr. Vice President Performance Food Group, Inc. dba Vistar-Maxima 3909 East Holt Road Holt, MI 48842	Amendment 001 CR1803602	Recreation Items For Resale in Offender Canteens Various Locations

THE CONTRACT ENTERED INTO ON 11/19/2018 BETWEEN PERFORMANCE FOOD GROUP, INC. AND THE MISSOURI DEPARTMENT OF CORRECTIONS IS HEREBY AMENDED AS FOLLOWS:

Effective on the date of final signatures below, the contract is assigned to Performance Food Group, Inc., per the attached documentation.

All other terms, conditions and provisions of the previous contract period, including all prices, shall remain the same and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

Further, the contractor agrees to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and likewise agrees that when this document is countersigned by an authorized official of the Missouri Department Of Corrections, a binding contract shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name Performance Food Group, Inc.

Mailing Address: 3909 Holt Road

City, State Zip: Holt, MI 48842

Telephone: 781-799-3651 MissouriBUYS Vendor Number: 133117

E-Mail Address: Sean.mahoney@PFGC.com

Authorized Signer's Printed Name and Title: Sean C. Mahoney, Vice President

Authorized Signature: [Signature] Date 12/24/18

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature]  
Susan D. Pulliam, Chief Financial Officer, Division of Human Services

12-25-18  
Date



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
PURCHASING SECTION  
ASSIGNMENT OF CONTRACT

RE: CR1803602 - Recreation Items

ASSIGNOR MAXIMA SUPPLY, LLC	ASSIGNEE PERFORMANCE FOOD GROUP, INC., d/b/a VISTAR - MAXIMA SUPPLY
MAILING ADDRESS 3909 Holt Road	MAILING ADDRESS 3909 Holt Road
CITY, STATE, ZIP Holt, MI 48842	CITY, STATE, ZIP Holt, MI 48842
TELEPHONE 517-268-9570	TELEPHONE 781-799-3851
FAX 517-268-9571	FAX 517-268-9571
E-MAIL ADDRESS SGleason@MaximaSupply.net	E-MAIL ADDRESS Sean.Mahoney@pfgc.com

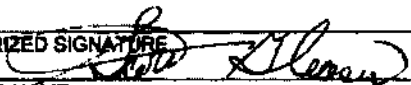

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles the State of Missouri to performance by Assignee of all obligations under the contract. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases the State of Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by the State of Missouri pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by the State of Missouri.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance by the State of Missouri, Division of Purchasing and Materials Management.

IN WITNESS THEREOF, the parties hereto have executed this Agreement and Consent on the date as stated below.

AUTHORIZED SIGNATURE 	AUTHORIZED SIGNATURE 
PRINTED NAME Scott Gleason	PRINTED NAME Kent R. Berke
TITLE President	TITLE Sr. Vice President
DATE 12-17-18	DATE 12-21-18
FEIN 38-3488393	FEIN 84-0629503
MissouriBUYS NUMBER 96337	MissouriBUYS NUMBER 133117

## INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Lisa Graham  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Graham@doc.mo.gov](mailto:Lisa.Graham@doc.mo.gov)

## IFB 931CR18036 Addendum 002

Recreation Items  
For Resale in Offender Canteens

FOR

Missouri Department of Corrections  
Various Institutions

March 23, 2018 through March 22, 2019

Date of Issue: March 9, 2018  
Page 1 of 46

**Bids Must Be Received No Later Than:**

*2:00 p.m., Tuesday March 20, 2018*

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: Maxima Supply  
Mailing Address: P.O. Box 610  
City, State, Zip: Neosho, MO 64648  
Telephone: 877-662-9182 Fax: 800-695-7095  
MissouriBUYS SYSTEM ID#: 76327  
Email: 50-684501@MAXIMASUPPLY.NET  
Authorized Signer's Printed Name and Title: DET. C. C. ASHLEY PRESIDENT  
Authorized Signature: [Signature] Bid Date: 3-19-18

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

LINE ITEM 006 - 008 ONLY  
CR1803602

Contract No.

[Signature]  
Susan D. Pulliam, Chief Financial Officer, Division of Human Services

4-19-18  
Date

*The original cover page, including amendments, should be signed and returned with the bid.*

## INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Lisa Graham  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Graham@doc.mo.gov](mailto:Lisa.Graham@doc.mo.gov)

## IFB 931CR18036 Addendum 001

Recreation Items  
For Resale in Offender Canteens

FOR

Missouri Department of Corrections  
Various Institutions

March 23, 2018 through March 22, 2019

Date of Issue: March 7, 2018  
Page 1 of 42

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, April 6, 2017**

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each if its principles are not suspended or debarred by the federal government.

Company Name: Maxima Supply  
Mailing Address: P.O. Box 610  
City, State, Zip: Holt MI 48842  
Telephone: 877-662-9462 Fax: 800-695-7095  
MissouriBUYS SYSTEM ID#: 96337  
Email: SCLEASON@MAXIMASUPPLY.NET  
Authorized Signer's Printed Name and Title: SCOTT GLEASON PRESIDENT  
Authorized Signature: [Signature] Bid Date: 3-12-18

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No.

Susan D. Pulliam, Chief Financial Officer, Division of Human Services

Date

*The original cover page, including amendments, should be signed and returned with the bid.*

## INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Lisa Graham  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Graham@doc.mo.gov](mailto:Lisa.Graham@doc.mo.gov)

## IFB 931CR18036

Recreation Items  
For Resale in Offender Canteens

FOR

Department of Corrections  
Various Locations

Contract Period:  
March 23, 2018 through March 22, 2019

Date of Issue: March 2, 2018  
Page 1 of 41

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, March 20, 2018

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: Maxima Supply LLC

Mailing Address: P.O. Box 610

City, State Zip: Holt MI 48842

Telephone: 877-662-9462 Fax: 800-695-7095

MissouriBUYS Vendor # 96337

Email: SGLEASON@MAXIMASUPPLY.NET

Authorized Signer's Printed Name and Title \_\_\_\_\_

Authorized Signature: [Signature] Bid Date 3-12-18

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

Susan D. Pulliam, Chief Financial Officer, Division of Adult Institutions

Date \_\_\_\_\_

*The original cover page, including amendments, should be signed and returned with the bid.*

**Addendum 001 for IFB 931CR18036**

**Title: Recreation Items for Resale in Offender Canteens**

**Contract Period: March 23, 2018 through March 22, 2019**

**PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED IFB 931CR18036 IS HEREBY AMENDED AS FOLLOWS:**

1. Cover page, number of pages of the contract has changed as a result of Addendum 001.
2. Section 3.1.3 on page 10, additional information was added on 3.1.3 a.
3. Section 4.9.6 a-e on (Addendum 001) page 21, additional evaluation information was added.
2. **EXHIBIT A, Pricing Page:** Bidders shall not return the original IFB 931CR18036, **EXHIBIT A, Pricing Page**, on pages 22 and 23 and **only return IFB 931CR18036 Addendum 001, EXHIBIT A, Pricing Pages, on pages 23-25.**

**All other requirements, specifications, terms and conditions for IFB 931CR18036 remain the same.**

**Note: The revisions made as results of this amendment have been *italicized* and **bolded/highlighted**.**

**EXHIBIT A**  
**Pricing Page**

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to the institutions listed on **ATTACHMENT 1**. If bidding multiple brands, it is requested bidders make a copy of **EXHIBIT A**, and clearly mark the pages "**alternate bid #1, alternate bid #2**", etc. Price quoted shall be considered firm and fixed throughout the contract period.

Line Item	Mandatory Specifications	Estimated Case Quantity	Firm, Fixed Case Price
001	<b>Racquet balls</b> Clear Plastic Can Can must be barcoded 2 or 3 balls per can Maximum case count – 24 cans  Brand Bid: _____	20  <i>Based on 24 cans of 3 balls per case</i>	\$ _____  Balls per can: _____ Cans per Case: _____ Vendor Item #: _____
002	<b>Chess Set Complete with Board</b> Solid plastic or wooden individual Chess pieces Maximum case count – 24 sets  Brand Bid: _____	20  <i>Based on 12 sets per case</i>	\$ _____  Case Count: _____ Vendor Item #: _____
003	<b>Double Six Dominos</b> Solid plastic or wooden pieces Maximum case count – 12 sets  Brand bid: _____	13  <i>Based on 12 sets per case</i>	\$ _____  Case Count: _____ Vendor Item #: _____
004	<b>Playing Cards – Poker Deck</b> <i>Aviator, Bicycle or Maverick Brands Only</i> Brands standard deck – no special designs Maximum case count – 12 decks  Brand Bid: _____	1,569  <i>Based on 12 sets per case</i>	\$ _____  Case Count: _____ Vendor Item #: _____
005	<b>Playing Cards – Pinochle Deck</b> <i>Aviator, Bicycle or Maverick Brands Only</i> Brands standard deck – no special designs Maximum case count – 12 decks  Brand Bid: _____	311  <i>Based on 12 sets per case</i>	\$ _____  Case Count: _____ Vendor Item #: _____
006	<b>Sudoku Puzzle Booklet</b> Maximum case count – 80 booklets  Style bidding: _____ (digest, large print) Number of booklet styles per case: <u>2</u> Vendor catalog/item #: <u>ST 871</u>	25  <i>Based on 72 booklets per case</i>	\$ <u>7.68</u>  Pages per booklet: <u>114</u> Booklets per case: <u>12</u>

**EXHIBIT A, Pricing Page**, continued on next page



**EXHIBIT A**  
**Pricing Page (continued)**

Line Item	Mandatory Specifications	Estimated Case Quantity	Firm, Fixed Case Price
007	<b>Crossword Puzzle Booklet</b> Maximum case count – 80 booklets  Style bidding: _____ (digest, large print) Number of booklet styles per case: <u>2</u> Vendor catalog/item #: <u>ST828</u>	13  <i>Based on 80 booklets per case</i>	\$ <u>7.68</u>  Pages per booklet: <u>114</u> Booklets per case: <u>12</u>
008	<b>Word Search Puzzle Booklet</b> Maximum case count – 80 Booklets  Style bidding: <u>HEALTHY MIND</u> (digest, large print) Number of booklet styles per case: <u>2</u> Vendor catalog/item #: <u>ST827</u>	25  <i>Based on 80 booklets per case</i>	\$ <u>7.68</u>  Pages per booklet: <u>114</u> Booklets per case: <u>12</u>

**RENEWAL OPTION:** The bidder must indicate below, the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal option at the same price quoted for the original contract period. Statements such as “percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT** against the previous year’s price. **A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.**

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

MAXIMUM INCREASE		OR	MINIMUM DECREASE	
RENEWAL PERIOD	ORIGINAL CONTRACT PRICE PLUS %	OR	RENEWAL PERIOD	ORIGINAL CONTRACT PRICE MINUS %
1 <sup>ST</sup>	<u>X</u> %	OR	1 <sup>ST</sup>	%
2 <sup>ND</sup>	<u>X</u> %	OR	2 <sup>ND</sup>	%
3 <sup>RD</sup>	<u>X</u> %	OR	3 <sup>RD</sup>	%

**EXHIBIT A, Pricing Page, continued on next page**

**EXHIBIT A**  
**Pricing Page (continued)**

**Bidder's Acceptance of the State Purchasing Card (Visa):**

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees, and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement ✓ Disagreement \_\_\_\_\_

**Web Site:**

The bidder should state web site address if online invoicing is available: NA

**Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices:

NET% if paid within 30 days of receipt of invoice.

**END OF EXHIBIT A, PRICING PAGE**

## EXHIBIT B DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

### Qualifying for the Domestic Products Preference:

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

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

### Non-Domestic Product:

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

### THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

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

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

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

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

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

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

☒

### TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DO NOT QUALIFY FOR PREFERENCE (ineligible for preference)

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

☐

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

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

### TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

EXHIBIT B continued on next page.

**EXHIBIT B (continued)**  
**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

**TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

**TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

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

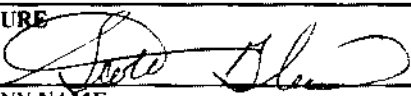
- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or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

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

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

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

SIGNATURE



COMPANY NAME

MAXIMA SUPPLY

**EXHIBIT F**  
**Miscellaneous Information**

**Employee Bidding/Conflict of Interest**

If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

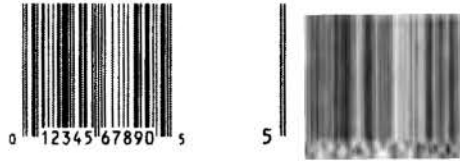
Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

**Missouri Secretary of State/Authorization to Transact Business**

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. ( <a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a> )	
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity	Legal Name: _____ Missouri State Charter # _____
If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.	State specific exemption <u>34.040.6</u> (List section and paragraph number)  Stated in section 351.572.1 RSMo,  <u>MAXIMA SUPPLY</u> (State Legal Business Name)

**EXHIBIT G**  
**Manufacturers' Information**

The bidder **must** state the manufacturer code and manufacturer product code (10 or 12 digits) for **each item bid**. It is requested bidders make a copy of EXHIBIT G to use for additional item number manufacturers' information. For each alternate bid, clearly mark the pages "**alternate bid #1, alternate bid #2,**" etc.



EXAMPLE (see above): Manufacturer Code = 12345 or 012345;

Manufacturer Five Digit Product Code: 67890 or 678900

**Item# 001**

**Manufacturer Code:** \_\_\_\_\_

**Manufacturer Five Digit Product Code:** \_\_\_\_\_

**Item# 002**

**Manufacturer Code:** \_\_\_\_\_

**Manufacturer Five Digit Product Code:** \_\_\_\_\_

**Item# 003**

**Manufacturer Code:** \_\_\_\_\_

**Manufacturer Five Digit Product Code:** \_\_\_\_\_

**Item# 004**

**Manufacturer Code:** \_\_\_\_\_

**Manufacturer Five Digit Product Code:** \_\_\_\_\_

**Item# 005**

**Manufacturer Code:** \_\_\_\_\_

**Manufacturer Five Digit Product Code:** \_\_\_\_\_

**Item# 006**

**Manufacturer Code:** 88908

**Manufacturer Five Digit Product Code:** 37500

**Item# 007**

**Manufacturer Code:** 88908

**Manufacturer Five Digit Product Code:** 38900

**Item# 008**

**Manufacturer Code:** 88908

**Manufacturer Five Digit Product Code:** 38600

**EXHIBIT C**  
**Missouri Service-Disabled Veteran Business Enterprise Preference**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Missouri Department of Corrections has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**STANDARDS:**

The following standards shall be used by the Missouri Department of Corrections in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the Missouri Department of Corrections or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

**EXHIBIT C** continued on next page.

**EXHIBIT C (continued)**  
**Missouri Service-Disabled Veteran Business Enterprise Preference**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
 Service-Disabled Veteran's Name  
 (Please Print)

\_\_\_\_\_  
 Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
 Service-Disabled Veteran's Signature

\_\_\_\_\_  
 Missouri Address of Service-Disabled Veteran  
 Business Enterprise

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Website Address

\_\_\_\_\_  
 Date

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

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

**Date SDV Documents were Submitted:** \_\_\_\_\_

**Previous Bid/Contract Number for Which the SDV Documents were Submitted:** \_\_\_\_\_  
 (if known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
 Procurement Officer

\_\_\_\_\_  
 Date



**EXHIBIT D**  
**Participation Commitment**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>  <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: _____  IFB Paragraph References: _____
2.	Product/Service(s) proposed: _____  IFB Paragraph References: _____

**THIS SPACE INTENTIONALLY LEFT BLANK**

**EXHIBIT E**  
**Document of Intent to Participate**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
 \_\_\_\_\_ for the Blind \_\_\_\_\_ Workshop

Name of Organization: \_\_\_\_\_

( Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date*  
*(Dated no earlier than the*  
*IFB issuance date)*

# Instructions for Submitting a Solicitation Response

The Missouri Department of Corrections is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, bidders now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save bidders the expense of submitting a hard copy response and to provide bidders both the ease and the timeliness of responding from a computer, bidders are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.).

Notice: The bidder is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the bidder and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the bidder must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the bidder should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the bidder's electronic bid responses successfully submitted to the Department.

To respond electronically to a solicitation, the bidder must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the bidder must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the bidder should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Bidders should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered bidder responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Bidders are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a bidder may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered bidder electronically submits a solicitation response and also mails hard copy documents that are not identical, the bidder should explain which response is valid for the Department's consideration. In the absence of such explanation, the Department reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

## **TABLE OF CONTENTS**

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Part One:	Introduction and General Information
Part Two:	Performance Requirements
Part Three:	General Contractual Requirements
Part Four:	Bid Submission, Evaluation, and Award Information
EXHIBIT A	Pricing Page
EXHIBIT B	Domestic Products Procurement Act (Buy American) Preference
EXHIBIT C	Missouri Service-Disabled Veteran Business Enterprise Preference
EXHIBIT D	Participation Commitment
EXHIBIT E	Documentation of Intent to Participate
EXHIBIT F	Miscellaneous Information
EXHIBIT G	Manufacturer's Information
Terms and Conditions	
Attachment 1	Department of Corrections Delivery Locations

The bidder is advised that an attachment exists to this document which provides additional information.

## **END OF TABLE OF CONTENTS**

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a contract for the purchase of recreation items for the Missouri Department of Corrections (hereinafter referred to as the "Department") for twenty-two (22) correctional institutions, in accordance with the requirements and provisions stated herein.

1.1.2 History – The current contracts CR785001 and CR1508701 are due to expire on March 22, 2018. This solicitation for bid will combine these contracts and be a one year contract with the option of three (3) renewals.

### 1.2 General Information:

1.2.1 IFB Questions - It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.

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

1) The bidder may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

b. All questions and issues should be submitted at least seven (7) working days prior to the due date of the bid. If not received prior to seven (7) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at [Lisa.Graham@doc.mo.gov](mailto:Lisa.Graham@doc.mo.gov).

c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

- 1.2.2 Background information – The Department operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances and other items. By departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the Department. Once contracted, only contracted items are allowed to be sold in the canteens.
- 1.2.3 Terms and Conditions – It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
  - Preparation of Bids
  - Submission of Bids
  - Preferences
  - Evaluation and Award
- 1.2.4 The Missouri Department of Corrections, Purchasing Section, has transitioned to the new MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, are required to register or re-register on the MissouriBUYS website at <https://missouribuy.mo.gov>. Please note there are written instructions located on the "Register" tab as well as a Vendor Training Video.
- 1.2.5 The estimated population for all correctional institutions is 32,296.
- 1.2.6 The estimated annual gross sales for all recreation items is \$43,329.00. The annual estimated quantity for each line item is listed on **EXHIBIT A, Pricing Page**.

## END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

## 2. PERFORMANCE REQUIREMENTS

*This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the State.*

### 2.1 Specifications:

- 2.1.1 The items provided under the contract shall confirm to all mandatory specifications, terms, condition, and requirements as stated herein. Items not conforming to the requirements stated herein, including approved substitutions shall not be accepted.
- 2.1.2. Specifications including brand, style and case counts are listed on **EXHIBIT A, Pricing Page**.

### 2.2 Item Labeling and Packaging Requirements:

- 2.2.1 **Labeling** – Because all items are for resale, each item must be individually bar-coded.
- a. There shall be no alteration of **national** brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Relabeled items and items that indicate "not for individual resale" are not acceptable. Labels and packaging shall not be pre-priced.

- b. Package labeling, including trademarks, logos, graphics, etc., shall not depict any pictures of violence, weapons, full or partial nudity or illegal substances.

**2.2.2 Packaging** – All line items have a maximum case count and the counts are indicated on **EXHIBIT A, Pricing Page**. Items should not exceed the maximum case count allowed for any line item. The Department shall be the final authority as to acceptability of any change in case size.

- a. Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied, as required, to protect and to restrict movement of the item(s).
- b. The contractor shall not change the specific packaging and/or size of any item that has been awarded to the contractor without prior written approval by the Department.
- c. The Department recognizes that a manufacturer's change in packaging size may warrant a price adjustment. No price adjustments shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify the change in size.

**2.3 Awarded items:**

- 2.3.1 All awarded recreation items must be available for delivery to **all** institutions listed on **Attachment 1**.

**2.4 Minimum Orders:**

- 2.4.1 There shall be no minimum order requirements for all line items, other than the smallest quantity of one (1) case.

**2.5 Warranty:**

- 2.5.1 The contractor must warrant to the Department that all item furnished under this contract will be of retail quality and new condition. The contractor shall also guarantee that all materials used in the manufacturing of the items shall meet or exceed all applicable industry standards.

**2.6 Substitution of Product or Item Changes:**

- 2.6.1 **Substitution of Product** - Following award of the contract, no substitution of an awarded item will be permitted except in the case of natural disaster, item discontinuation by the manufacturer or supplier, or the inability of a manufacturer or supplier to ship. The contractor must provide documentation from the manufacturer or supplier to substantiate the occurrence of any of these aforementioned situations.

- 2.6.2 The contractor shall be obligated to obtain a substitution to replace an awarded item that meets or exceeds the specifications of the item that was originally awarded at no additional cost to the Department. Substitutions must be approved in advance by a formal contract amendment.

- a. In order for the product to be considered for substitution, the contractor must submit samples for testing. Samples will be evaluated for meeting the required specifications stated herein and sections 2.1 and 2.2 of the contract.
- b. Special run or mock-up items will not be accepted for substitution.

- 2.6.3 The Department reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract



and if the price is equal to or less than the contract price. The Department shall be the final authority as to the acceptability of the proposed substitution.

**2.6.4 Item Changes** - The contractor must **immediately notify** the Department prior to the discontinuation of any item, change in packaging, size, or labeling (i.e. UPC) of an awarded item. Whenever possible, the contractor must accept orders for items which are to be discontinued for a full thirty (30) days following notice to the Department of such discontinuation.

- a. No changes shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any change.
- b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested to meet the specifications stated herein and in paragraphs 2.1 and 2.2 of the contract.

**2.7 Replacement of Damaged/Defective Product:**

**2.7.1** The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective item(s) to the contractor for replacement.

**2.8 Delivery Performance:**

**2.8.1** All items awarded under this IFB must be available for delivery to all twenty-two (22) institutions listed on **ATTACHMENT 1**.

**2.8.2** Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. **Initial and Subsequent deliveries** must be made within **fifteen (15) calendar days** upon receipt of an authorized purchase order or purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

**2.8.3** Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department. All orders must be shipped FOB Destination, Freight Prepaid and Allowed.

**2.8.4** Deliveries shall be made as requested by the ordering institution. **The contractor must coordinate its delivery schedule with the ordering institution.** Any change in delivery schedule must be approved by the ordering institution a minimum of twenty-four (24) hours in advance prior to the implementation date of such change. Institutions have specific times that deliveries can be accepted. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at <http://content.ia.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

**2.8.5 Delays in Delivery Performance:**

- a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department's Purchasing Section in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.

- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 2.8.5 a.

**2.9 Invoicing and Payment Terms:**

- 2.9.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item(s).
- 2.9.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.9.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.
  - a. If the Department issues a purchase order, an itemized invoice shall be emailed to [DOC.CanteenPayables@doc.mo.gov](mailto:DOC.CanteenPayables@doc.mo.gov) or mailed to:
 

Attn: Offender Financial Services - Accounts Payable  
Missouri Department of Corrections  
PO Box 1609  
Jefferson City, MO 65102
- 2.9.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.
  - a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.
- 2.9.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.9.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.9.7 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.9.8 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**END OF PART TWO: PERFORMANCE REQUIREMENTS**

### 3. GENERAL CONTRACTUAL REQUIREMENTS

*This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.*

#### 3.1 Contractual Requirements:

3.1.1 **Contract** - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. A notice of award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

3.1.2 **Contract Period** - The original contract period shall be as stated on page one of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three (3) additional twelve (12) month periods or any portion thereof. In the event the Department 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.

3.1.3 **Renewal Periods** - *If the Department exercises its option for renewal, the contractor shall agree that the price for the renewal period shall not exceed the renewal percentage quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.*

- a. *As stated on **EXHIBIT A, Pricing Page**, all increases/decreases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price. If a price increase was allowed as outlined in section 3.1.5 of this IFB, the increase will be added after the calculation of the renewal price has been determined.*

**EXAMPLE:** Original Contract Price = \$1.00, Maximum Increase = 2%, Economic Adjustment = 5%  
 Renewal Period Increase -  $\$1.00 \times 2\% = \$1.02$   
 Economic Adjustment -  $\$1.00 \times 5\% = \$1.05$   
 Renewal Period Price =  $\$1.07 (\$1.02 + \$0.05)$

- b. If a renewal percentage is not provided, then the price during the renewal period shall be the same as during the original contract period.

- c. The Department does not automatically exercise its option for renewal based upon the renewal percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

3.1.4 Contract Price - The price shall be as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other additional costs, including but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- a. Price shall include all packing, handling, shipping and freight charges, FOB Destination, Freight Prepaid and Allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

3.1.5 Economic Adjustment Clause - In the event that the contractor's cost for the items covered in this IFB and resulting contract should increase by 5% or more during the period of time in which the contract is in effect, the contractor may, upon submission of written proof of such increase and approval by the Department, be entitled to an adjustment in price accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department. All prices shall remain firm for the first six (6) months of this contract.

- a. Whenever possible, the contractor must submit a written request for price increases thirty (30) days prior to the effective date of increase to the Department's Purchasing Section. **Requests and documentation must be submitted via US Mail.** If the manufacturer provides a percentage increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying its cost at the time of the bid award, the new cost, and the effective date of the increase. If the manufacturer provides an actual dollar amount of increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying the increase and the effective date of the increase. Supporting documentation must clearly establish the increase is to all customers and not to the Department or this contract alone. Supporting documentation will be returned to the contractor once the Department's Purchasing Section has verified its validity and shall not become part of the contract record.
- b. The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved. The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.
- c. After receipt of required documentation and in the event a price change is authorized thereafter, no additional adjustments will be allowed for a term of six (6) months.
- d. The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract, and re-bid if determined to be in the best interest of the Department.
- e. The contractor shall neither delay nor stop deliveries pending price changes.
- f. If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated *on or after* the effective price change date. Purchase orders dated *prior* to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.

- g. In the event the contractor's costs should decrease by 5% or more during the period of time the contract is in effect, the contractor shall pass any manufacturer's price decrease to the Department and such decreases shall become effective immediately upon notification by the contractor of the amount of the decrease. The contractor shall notify the Department of any such decrease.

**3.1.6 Item Selection and Sales Performance** - The selection of allowable items to be sold in the offender canteens is decided upon by a committee. If at any time during the contract period the committee decides to remove an awarded item(s) from the allowable list, the Department shall have the right to cancel that item(s) from the contract. All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same.

- a. Additional item choices shall not be added without the Department's approval. The Department approval may entail the sampling of the proposed item selection.
- b. The purpose of items selected for resale is to maximize sales potential for the benefit of the Offender Canteen Fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the Department reserves the right to discontinue that item without penalty.

- 1) Full cases of any cancelled or discontinued item(s) may be returned for full credit at no cost to the Department.

**3.1.7 Termination** - The Department reserves the right to terminate the contract at any time, for the convenience of the Department, 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. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

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

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

**3.1.9 Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

3.1.10 Contractor's Employees - The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. 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 Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- d. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- e. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- f. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
    - a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
    - b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

- g. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- h. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

3.1.11 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

- 3.1.14 Point of Contact - The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.
- 3.1.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.16 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 Department.
  - b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.17 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
  - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
    - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
    - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.



- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at [http:// oa.mo.gov/sites/default/files/bswaffidavit.doc](http://oa.mo.gov/sites/default/files/bswaffidavit.doc) or another affidavit providing the same information.

### END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

## 4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

### 4.1 Submission of Bids:

- 4.1.1 On-line Bid – **All bidders must be registered vendors in order to respond to the IFB electronically.** If a bidder is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The bidder is instructed to review the IFB submission provisions carefully to ensure it is providing all required pricing, including applicable renewal pricing. Instructions on how a bidder responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuyss.mo.gov/bidboard.html>.
  - a. The forms, **EXHIBIT A, Pricing Page**, and any other exhibits provided herein may be saved into a word processing document, completed by a bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a bidder may submit the forms, **EXHIBIT A, Pricing Page**, and any other exhibits, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time on page 1.
  - c. If a bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves its best interest.
- 4.1.2 Hard Copy Bid - If the bidder is submitting a bid via the mail or a courier service or is hand delivering the bid, the bidder should include completed exhibits, forms, and other information concerning the bid [including completed **EXHIBIT A, Pricing Page(s)**] with the bid. The bidder is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
  - a. The bid should be page numbered.
  - b. The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record upon award of a contract. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. Additionally, after a contract(s) is executed, the contract(s) is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet from the Department's system.

4.1.4 Contact – Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid open date.

4.1.5 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.1.6 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

#### 4.2 Preprinted Marketing Materials:

4.2.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

#### 4.3 Brands:

4.3.1 Because the items are for resale, select items are brand specific. Brands will be as stated on **EXHIBIT A, Pricing Page**. For items that have specific brand names listed on **EXHIBIT A, Pricing Page**, only that brand will be accepted.

4.3.2 For items with no brand listed on **EXHIBIT A, Pricing Page**, the bidder may bid any brand that meets all specifications for that item.

**4.4 Submission of Samples:**

4.4.1 The bidder shall submit one (1) sample of the item being bid for evaluation. **The bidder must provide the sample within five (5) business days of the bid opening date stated on the front page of the bid.** A bidder failing to submit a sample within five (5) business days may not be considered for award. All samples shall be provided at no cost to the Department. Samples will not be returned.

- a. All samples must be clearly labeled with the bidder's company name, contact name, item number and bid number.

4.4.2 Samples must be submitted to the following address:

Attn: Lisa Graham  
Missouri Department of Corrections  
FMU/Purchasing Section  
2729 Plaza Drive/PO Box 236  
Jefferson City, MO 65109

4.4.3 At a minimum, sample products will be evaluated for meeting the required specifications as outlined herein to determine overall acceptability. Other considerations may include packaging and the condition of the packaging materials the sample products are contained in. If sample testing indicates that a sample product does not meet the required specifications or is found otherwise unacceptable, the award for that sample product shall not be made.

4.4.4 The sample product(s) submitted must be the exact item bid, and it must conform to the mandatory IFB specifications. If awarded a contract, the bidder hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.

- a. Special run or mock-up samples will not be accepted.

**4.5 Manufacturers' Information:**

4.5.1 The bidder shall complete and submit **EXHIBIT G, Manufacturers' Information**, for each line item bid. This information is necessary for the item to be entered into the Department's POS system if awarded. **EXHIBIT G** should be submitted with the bidder's bid response, and **must** be received prior to an award of a contract.

**4.6 American Made Preference:**

4.6.1 In accordance with the Domestic Product Act (hereinafter referred to as the Buy American Act), sections 34-350 through 34.359 RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.
- c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the

Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.

- d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.
- f. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details with the bid.

#### **4.7 Missouri Service-Disabled Veteran Business Enterprise Preference:**

- 4.7.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **EXHIBIT C, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT C** and the documentation specified on **EXHIBIT C** in accordance with the instructions provided therein, no preference points will be applied.

#### **4.8 Organizations for the Blind and Sheltered Workshop Preferences:**

- 4.8.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 4.8.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- a. The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
  - 1) Participation Commitment - The bidder must complete **EXHIBIT D, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If

the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment exhibit form.

- 2) Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT E, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **EXHIBIT E, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

- d. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- f. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT D, Participation Commitment**, shall be interpreted as a contractual requirement.

#### **4.9 Evaluation Process:**

- 4.9.1 The bidder must submit a **firm fixed price** on the **EXHIBIT A, Pricing Page** for each item bidding.
  - a. The items bid must be available to **all** institutions listed on **ATTACHMENT 1** at the firm fixed price indicated on **EXHIBIT A, Pricing Page**.
  - b. The prices quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.
- 4.9.2 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.
- 4.9.3 Estimated Quantities – The quantities listed on **EXHIBIT A, Pricing Page** are an estimated cumulative total based on sales using historical sales data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.
- 4.9.4 The cost evaluation shall include the original contract period plus the renewal periods. The estimated quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods.
- 4.9.5 Samples requested and submitted will be evaluated for conformance to the specifications as stated herein.

4.9.6 For evaluation purposes only, the contract costs shall be calculated as follows:

- a. For line item 001, the cost per ball will be calculated by dividing the firm fixed case price stated on **EXHIBIT A, Pricing Page**, by the number of cans per case to arrive at the cost per can. The cost per can will then be divided by the number of balls per can, to arrive at the cost per ball. For evaluation purposes only, the initial contract period cost for this line item will be calculated by multiplying the individual cost per ball by seventy-two (72) (estimated balls per case) then multiplied by the estimated case quantity stated on **EXHIBIT A, Pricing Page**.
- b. For line items 002-005, the cost per item will be calculated by dividing the firm fixed case price stated on **EXHIBIT A, Pricing Page**, by the number of items per case to arrive at the cost per item. The initial contract period cost will be calculated by multiplying the individual item cost by twelve (12) then multiplied by the estimated case quantity stated on **EXHIBIT A, Pricing Page**.
- c. For line item 006, the cost per item will be calculated by dividing the firm fixed case price stated on **EXHIBIT A, Pricing Page**, by the number of items per case to arrive at the cost per item. The initial contract period cost will be calculated by multiplying the individual item cost by seventy-two (72) then multiplied by the estimated case quantity stated on **EXHIBIT A, Pricing Page**.
- d. For line items 007-008, the cost per item will be calculated by dividing the firm fixed case price stated on **EXHIBIT A, Pricing Page**, by the number of items per case to arrive at the cost per item. The initial contract period cost will be calculated by multiplying the individual item cost by eighty (80) then multiplied by the estimated case quantity stated on **EXHIBIT A, Pricing Page**.
- e. A cost for each renewal period will be calculated in the same manner as indicated in 4.9.6 a-d. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for each line item.

4.9.7 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}}$	X	Obj. Cost Points 100 Points	+	Subj Cost Points 100 Points Max	=	Total Cost Points
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4.9.8 **Buy American Preference** – If calculations for the Buy American preference are necessary, items bid **not** meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic Procurement Act, sections 34-350 RSMo through 34.359 RSMo, the Buy American preference shall be computed as follows:

$$\text{Total Bid Price} \times 1.10 = \text{Total Evaluated Bid Price}$$

#### 4.10 Determination for Award:

- 4.10.1 Award shall be made to the bidder(s) whose bid meets the required specifications and has the highest total cost points for each line item. Other factors that affect the determination of the lowest price responsive bidder includes the consideration of the preference points explained in Sections 4.6, 4.7 and 4.8.
- 4.10.2 Other Considerations – The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

**4.11 Other Bid Submission Requirements:**

4.11.1 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

4.11.2 Miscellaneous Information – The bidder should complete and submit **EXHIBIT F, Miscellaneous Information**.

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