



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JULY 1, 2019 TO:

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
June 7, 2019	Attn: Art Stevenson JV Provisions, LLC 180 River Bend Drive Chesterfield, MO 63017	Amendment 001 CR1811301	Batteries Department of Corrections Central Region Commodity Warehouse

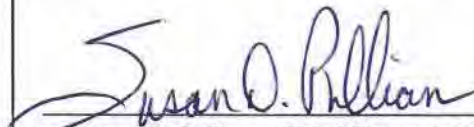
CONTRACT CR1811301 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 11, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 1, 2019 through July 31, 2020.

All 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

6/11/19
Date

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

IFB 931CR18113

Batteries
For Resale in Offender Canteens

FOR

Department of Corrections
Central Region Commodity Warehouse

Contract Period:
August 1, 2018 Through July 31, 2019

Date of Issue: June 28, 2018
Page 1 of 42

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, July 17, 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: JV Provisions LLC

Mailing Address: 180 River Bend Drive

City, State Zip: Chesterfield, MO 63017

Telephone: 314-677-7518 Fax: 314-275-4004

MissouriBUYS # _____

Email: art.stevenson@jvprovisionsllc.com

Authorized Signer's Printed Name and Title: Art Stevenson, President

Authorized Signature: [Signature]

Bid Date 7/5/2018

NOTICE OF AWARD:

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

IN ITS ENTIRETY
CR1811301

Contract No.

8-15-2018

Susan D. Pulliam
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.

EXHIBIT A, Pricing Page

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to the Central Commodity Warehouse for all items in the group. If bidding multiple brands for an item, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "alternate bid #1, alternate bid #2", etc. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Mandatory Specifications	Estimated Quantity	Firm, Fixed Case Price
001	9-Volt Alkaline Battery Single Pack Only Brand Bid: <u>PANASONIC</u> Vendor catalog/item #: <u>6AM-6SA/1B</u> UPC#: <u>0-73096-30006-4</u>	12 cases Based on case of 48 indiv. batteries per case	\$ <u>58.16</u> Case Count: <u>48</u>
002	AA Alkaline Battery Two (2) Pack Only Brand Bid: <u>PANASONIC</u> Vendor catalog/item #: <u>AM-3PA/2B</u> UPC#: <u>0-73096-30003-3</u>	5,417 cases Based on case of 48 (2-packs) per case	\$ <u>23.79</u> Case Count: <u>48</u> <small>(of 2 packs per case)</small>
003	AAA Alkaline Battery Two (2) Pack Only Brand Bid: <u>PANASONIC</u> Vendor catalog/item #: <u>HAM-4PA/2B</u> UPC#: <u>0-73096-30004-0</u>	548 cases Based on case of 48 (2-packs) per case	\$ <u>23.79</u> Case Count: <u>48</u> <small>(of 2 packs per case)</small>

Only Acceptable Battery Brands:

Duracell, Energizer, Eveready, Maxell, Panasonic, Powermax, Rayovac

RENEWAL OPTION: The bidder **must** indicate on the following page, 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(s) 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.

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

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 ST	<input type="radio"/> %	OR	1 ST	<input type="radio"/> %
2 ND	<input type="radio"/> %	OR	2 ND	<input type="radio"/> %
3 RD	<input type="radio"/> %	OR	3 RD	<input type="radio"/> %

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: _____

Terms:

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

_____ % if paid within _____ days of receipt of invoice

END OF EXHIBIT A, PRICING PAGE

AA2

Alkaline / Alcaline
LITTLER

TRUSTED QUALITY
QUALITE FIABLE

1988-1990

Panasonic

ALKALINE PLUS POWER

Protects
Power
10
YEARS

Panasonic

Panasonic

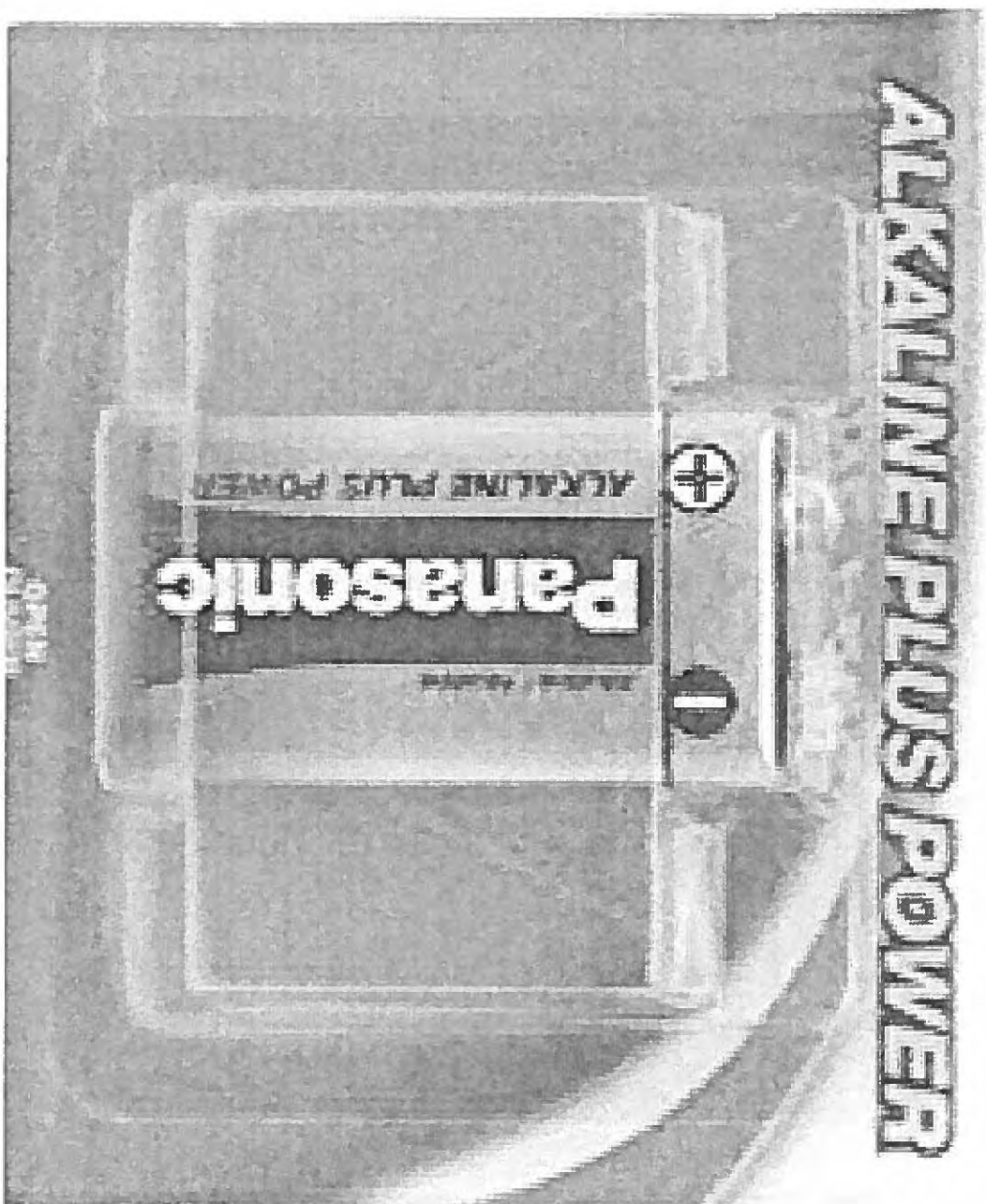
10
YEARS

OUT
Available / Available

1983-1984
1985-1986
1987-1988
1989-1990
1991-1992
1993-1994
1995-1996
1997-1998
1999-2000
2001-2002
2003-2004
2005-2006
2007-2008
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2081-2082
2083-2084
2085-2086
2087-2088
2089-2090
2091-2092
2093-2094
2095-2096
2097-2098
2099-2100

Panasonic

ALKALINE PLUS POWER



ALTA

Ultimate
Performance

Panasonic®

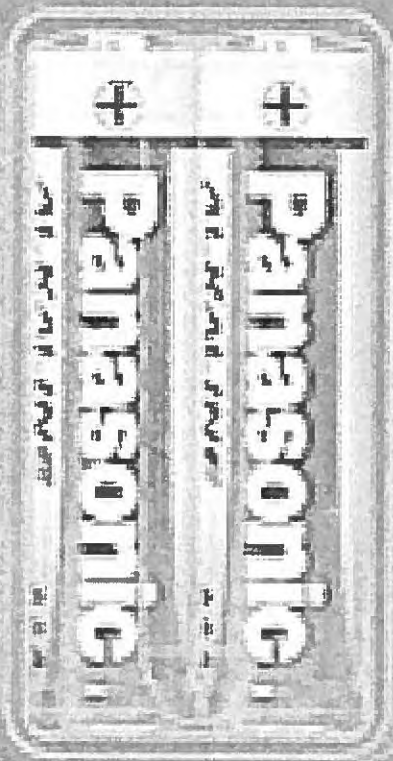
ALKALINE

20%
LONGER
LASTING

ANTI-LEAK
PROTECTION



TRIPLE
TOUGH



RECHARGEABLE

Panasonic®

6AM-6PA/1B
Alkaline
Alcaline

9V¹



For Use in Everyday Household Products
Pour utilisation avec appareils domestiques ordinaires



Walkie Talkie / Émetteur-récepteur portable



Toys / Jouets

CAUTION: May explode or leak if short-circuited, recharged, inserted improperly, or disposed of in fire. Do not open battery. Dispose of used batteries promptly. The disposal of these batteries shall be in accordance with local requirements.

ATTENTION: Pour prévenir tout risque d'explosion ou de fuite, installer les piles correctement, ne pas court-circuiter, ne pas recharger et ne pas jeter au feu. Ne jamais ouvrir une pile. Disposer promptement des piles usagées. Jeter les piles conformément aux règlements locaux.

GUARANTEE: This product is guaranteed to be free from defects in materials and workmanship.

GARANTIE: Ce produit est garanti contre toute défectuosité reliée aux matériaux ou à la main-d'œuvre.

panasonicbatteryproducts.com • panasonic.ca/battery

9663010-1

Obey local regulations when disposing of the batteries.

Jetez les piles conformément aux règlements locaux.

Panasonic Energy Corporation of America

Columbus, GA 31907 • 800-211-PANA • panasonic.com/support

Panasonic Canada Inc. • Mississauga, ON L4W 2T3

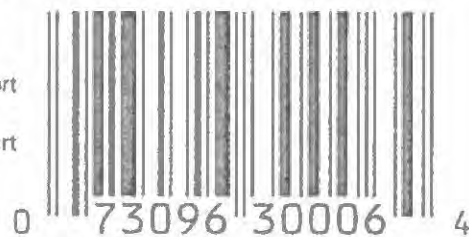
panasonic.ca/english/support • panasonic.ca/french/support

Made in Malaysia

Fabriqué en Malaisie

Packaged in the USA

Emballé aux États-Unis



Panasonic®

AM-4PA/2B
Alkaline
Alcaline

AAA²
1.5 V/1,5 V



For Use in Everyday Household Products
Pour utilisation avec appareils domestiques ordinaires



Toy Car
Voiture jouet



Flashlight
Lampe torche



Electric Toothbrush
Brosse à dents électrique

CAUTION: May explode or leak if recharged, inserted improperly, mixed with different battery types or disposed of in fire. Do not open battery. Keep batteries out of reach of children. If swallowed, contact a physician or your local Poison Control Center immediately. **ATTENTION:** Pour prévenir tout risque d'explosion ou de fuite, installer les piles correctement, ne pas recharger, ne pas utiliser ensemble des piles de types différents et ne pas jeter au feu. Ne jamais ouvrir une pile. Maintenir les piles hors de la portée des enfants. Si avalée, entrer en contact avec un médecin ou le centre antipoison de votre région immédiatement.

GUARANTEE: This product is guaranteed to be free from defects in materials and workmanship.

GARANTIE: Ce produit est garanti contre toute défectuosité reliée aux matériaux ou à la main-d'œuvre.

panasonicbatteryproducts.com • panasonic.ca/battery

Obey local regulations when disposing of the batteries.

Jetez les piles conformément aux règlements locaux.

Panasonic Energy Corporation of America

Columbus, GA 31907 • 800-211-PANA • panasonic.com/support

Panasonic Canada Inc. • Mississauga, ON L4W 2T3

panasonic.ca/english/support • panasonic.ca/french/support

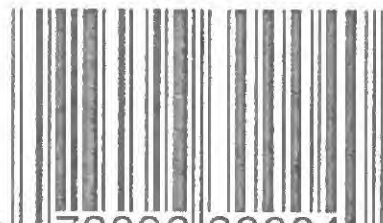
Made in Thailand

Fabriqué en Thaïlande

Packaged in the USA

Emballé aux États-Unis

5663020-2



0 73096 30004 0

Panasonic®

AM-3PA/2B
Alkaline
Alcaline

AA²
1.5 V/1,5 V



For Use in Everyday Household Products
Pour utilisation avec appareils domestiques ordinaires



Toys
Jouets



Flashlight
Lampe torche



Electric Toothbrush
Brosse à dents électrique

CAUTION: May explode or leak if recharged, inserted improperly, mixed with different battery types or disposed of in fire. Do not open battery. **ATTENTION:** Pour prévenir tout risque d'explosion ou de fuite, installer les piles correctement, ne pas recharger, ne pas utiliser ensemble des piles de types différents et ne pas jeter au feu. Ne jamais ouvrir une pile.

GUARANTEE: This product is guaranteed to be free from defects in materials and workmanship.
GARANTIE: Ce produit est garanti contre toute défectuosité reliée aux matériaux ou à la main-d'œuvre.

panasonicbatteryproducts.com • panasonic.ca/battery

Obey local regulations when disposing of the batteries.

Jetez les piles conformément aux règlements locaux.

Panasonic Energy Corporation of America
Columbus, GA 31907 • 800-211-PANA • panasonic.com/support

Panasonic Canada Inc. • Mississauga, ON L4W 2T3
panasonic.ca/english/support • panasonic.ca/french/support

Made in Thailand
Fabriqué en Thaïlande

Packaged in the USA
Emballé aux États-Unis

G663020-5



0 73096 30003 3

From: Art Stevenson
To: [Graham, Lisa](#)
Subject: FW: AA2, AAA2, 9V1
Date: Wednesday, August 08, 2018 2:36:27 PM
Attachments: [image001.png](#)
[image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

From: Graham, Lisa <Lisa.Graham@doc.mo.gov>
Sent: Monday, August 06, 2018 3:40 PM
To: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Subject: RE: AA2, AAA2, 9V1

It should. I just need to have pics so that I can cover all basis and have all information for my spec sheet.

Thank you.

Lisa Graham

Procurement Officer II
Missouri DOC, Human Services
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65102
PH: 573-526-6611
Fax: 573-522-1562
Lisa.Graham@doc.mo.gov

From: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Sent: Monday, August 06, 2018 1:20 PM
To: Graham, Lisa <Lisa.Graham@doc.mo.gov>
Subject: Fwd: AA2, AAA2, 9V1

Per our conversation last week the end product is assembled in the USA thus qualifying for USA preference. Just wanted to make sure that applies. Thank you.

Sent from my iPhone

Begin forwarded message:

From: "Pacheco, Gary" <gary.pacheco@us.panasonic.com>
Date: August 6, 2018 at 1:06:45 PM CDT
To: "Art Stevenson" <art.stevenson@jvprovisionsllc.com>
Subject: FW: AA2, AAA2, 9V1

Art
Please let me know if you need anything else
Thanks

Gary Pacheco
Sales Manager

☎ 401-289-0454 | 📠 401-289-0509 | 📠 401-601-1745
gary.pacheco@us.panasonic.com
Panasonic Energy Corporation of America
PO Box 432 | Warren, RI 02885
panasonicbatteryproducts.com

Panasonic 

From: Gonzalez, Keely
Sent: Monday, August 06, 2018 2:06 PM
To: Pacheco, Gary <gary.pacheco@us.panasonic.com>
Subject: AA2, AAA2, 9V1

Graham, Lisa

From: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Sent: Monday, August 13, 2018 9:42 AM
To: Graham, Lisa
Subject: RE: Batteries

The expiration dates are on the bottom of the batteries themselves. There is no expiration on the package itself. Hope this helps.

From: Graham, Lisa <Lisa.Graham@doc.mo.gov>
Sent: Monday, August 13, 2018 8:53 AM
To: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Subject: Batteries

Good Morning,

On the pictures of the batteries you sent, there does not appear to be an expiration date actually printed on there. Could you please tell me if your batteries contain one and where it will be stamped at normally?

Thank you,

Lisa Graham

Procurement Officer II
Missouri DOC, Human Services
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65102
PH: 573-526-6611
Fax: 573-522-1562
Lisa.Graham@doc.mo.gov

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)

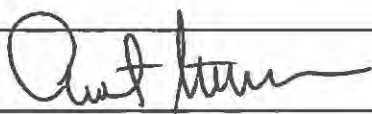
- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or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

JV Provisions LLC

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.
 (<http://revisor.mo.gov/main/OneSection.aspx?section=351.572>)

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: <u>TV Provisions LLC</u> Missouri State Charter # <u>LC1012981</u>
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 _____ (List section and paragraph number) Stated in section 351.572.1 RSMo. _____ (State Legal Business Name)

Graham, Lisa

From: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Sent: Thursday, July 19, 2018 8:31 AM
To: Graham, Lisa
Subject: RE: Batteries

We want to use the one used on MissouriBUYS. I will get page 31 to you ASAP. Thank you.

From: Graham, Lisa <Lisa.Graham@doc.mo.gov>
Sent: Thursday, July 19, 2018 8:29 AM
To: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Subject: RE: Batteries

Good Morning Art,

Yes, I can do that. Im glad you emailed, I was going to contact you this morning. When I was pulling information off of MissouriBUYS I realized you had a bid submitted online as well as sending one in, the pricing is different but it looks like all the other information is the same. Could you please verify which pricing is correct?

I will also need the Secretary of State information completed at the bottom of page 31 and returned to me via email.

Thank you,

Lisa Graham

Procurement Officer II
Missouri DOC, Human Services
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65102
PH: 573-526-6611
Fax: 573-522-1562
Lisa.Graham@doc.mo.gov

From: Art Stevenson <art.stevenson@jvprovisionsllc.com>
Sent: Thursday, July 19, 2018 8:16 AM
To: Graham, Lisa <Lisa.Graham@doc.mo.gov>
Subject: Batteries

Lisa,

Can you please send me the evaluation on the batteries when you are finished? Thank you.

Art Stevenson, President

JV Provisions LLC
180 River Bend Drive
Chesterfield, MO 63017
314-677-7518 Phone
314-275-4004 Fax
www.jvprovisionsllc.com

EXHIBIT G
Recycling Program Information

The bidder must complete this Exhibit and must state the recycling facility name, address, telephone number, contact person and the EPA identification number for the facility the contractor will be using for the batter recycling program. The bidder shall use additional sheets as necessary.

Recycling Program at no cost to the Department? ☒ Yes ☐ No

Will recycle kits with detailed instructions be provided for each institution listed on Attachment 1?
☒ Yes ☐ No

Will the contractor provide call tags with recycling kits or will full recycling kits be picked up by the contractor?
☒ Call Tags ☐ Pickup by Contractor ☐ Both

If the bidder has checked "both" for the method of returning full kits, please refer to Attachment 1 and indicate the institutions that will be provided call tags in lieu of pickup by the contractor:

AA and AAA batteries included in recycling program? ☒ Yes ☐ No

Please list any other dry cell batteries that are included in recycling program: AA, AAA, 9V
(Must be CR18113 purchases)

Will all batteries sent for recycling by the Department be recycled by a facility that is registered, certified, insured, and in compliance with Federal, State, and local regulations for dry cell battery recycling?
☒ Yes ☐ No

Please complete recycling facility information:

Name of Recycling Facility: Veolia
Address: 1275 Mineral Springs Drive Port Washington, WI 53074
Contact person: MATT Scudder
Telephone Number of Contact Person: 262-243-8914
May provide email of contact person also, not mandatory: _____

Will a Certificate of Recycling be provided to each participating institution within 2 weeks of the receipt of full kits? ☐ Yes ☒ No If No, state how many days/weeks for receipt of certificates: 2-4 weeks

Will certificates contain all information listed in Section 2.3.5 (a.-f.) of this IFB? ☒ Yes ☐ No

EXHIBIT G continued on next page.

EXHIBIT G, (continued)
Recycling Program Information

Please provide contact information for the ordering of battery recycling kits:

Name of Contact Person(s): MATT Scudder
 Telephone Number: 262-243-8914
 Email Address: matt.scudder@vedia.com

The bidder shall describe its process for its recycling program returns and receipt of certificate:

JV Provisions LLC will provide each institution with a 3.5 gallon plastic recycling pail. Each pail will have a prepaid label on it. Once pail is full, institution calls FedEx for pickup. Once received by recycling facility, a new pail will be sent to institution. Certificates of Recycling will be sent to JV Provisions LLC. We will then forward them to the institutions, the certificates will include:
 Name of institution, date of receipt, number of pounds and items recycled (batteries) The name, address & EPA ID number will also be on the certificate. All certificates will be back to all institution no later than sixty days.

Recycling Facility: Veolia Technical Solutions
1275 Mineral Springs Drive
Port Washington, WI 58074-2163

EPA ID #: WID 9885 66543



*TV Provisions LLC
Art Stevenson*



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
TRANSPORTATION SERVICE LICENSE**

Facility Information

FID: 246076050
EPA ID: WID988566543

**License Number: 6008
HAZARDOUS WASTE FACILITY LICENSE**

VEOLIA ES TECHNICAL SOLUTIONS LLC

1275 Mineral Springs Dr
Port Washington WI 53074-2163
Ozaukee County (46)
DNR Region: SE

**Effective Date: October 01, 2017
Expiration Date: September 30, 2018**

**Licensee Name:
VEOLIA ES TECHNICAL SOLUTIONS LLC**

Facility Contact

PHILLIP DITTER

Primary Contact
1275 Mineral Springs Dr
Port Washington WI 53074-2163
Email: phillip.ditter@vedia.com

THIS LICENSE IS SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE LICENSEE'S FEASIBILITY DETERMINATION AND PLAN OF OPERATION APPROVAL AND ALL SUBSEQUENT PLAN APPROVAL MODIFICATIONS

WASTE TYPES ARE LIMITED TO THOSE LISTED ON THE PART-A APPLICATION

This license authorizes the licensee to operate the hazardous waste facility described above during the term hereof except as modified by the Department. This license is subject to and conditioned upon compliance with chapter 291, Wis. Stats., and chapters NR 660-679, Wis. Adm. Code (hazardous waste), any plan approval and modifications thereof, and any special order and modifications thereof issued by the Department. Any exemptions from the requirements of chapters NR 660-679, Wis. Adm. Code, issued for the facility are listed above and on attached documents.

FORM: 4430-10 REV 08/2017

[illegible]

RECYCLEPAK

QVEOLIA

800-880-8739

LEGAL DRY CELL BATTERY RECYCLING PAID

Call 248 8722
www.premierebattery.com

At a Recycling Center by 10/15/12 before the end of this promotion.

[illegible]



! OPEN TO REVEAL !

PREPAID RETURN SHIPPING LABEL

! PROOF OF PURCHASE !

RETAIN THIS PAGE FOR YOUR RECORDS

PROOF OF PURCHASE

UNIQUE CONTAINER CODE:

7Q51754R-5S57719T

TRACKING NUMBER:

691191796568518

Zeros will be shown above with a line through it, i.e. (0)

UNIQUE CONTAINER CODE:

Retain this proof of purchase for your records. The number listed above is specific to this container and also appears on your container. DO NOT REMOVE the "Unique Container Code" from the container. If the "Unique Container Code" is removed, a certificate of recycling will not be issued for this container.

TRACKING NUMBER:

Your FedEx Ground return tracking number is shown above. This number should be used when tracking your package on www.fedex.com

CERTIFICATE OF RECYCLING

Upon receipt of this container by Veolia, you can generate a certificate of recycling by visiting <http://myrecyclepak.com> and clicking "Certificate of Recycling." Questions regarding your container or certificate should be directed to 1-888-669-9725. Your unique container code above and/or your FedEx Ground Tracking number will be required at time of calling.

*JV Pedrissons LLC
Amy Stevenson*

Apply Color Coded Return Shipping Label

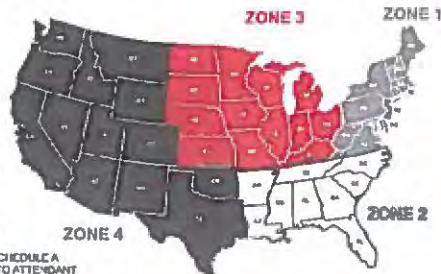
Apply appropriate label below to FedEx Ground label to the right.

Step #1: Remove the post and stick label that represents the state in which you are returning the container FROM. Refer to the map to the right for guidance. If you have questions, please call toll-free 888-669-9725, Mon through Fri 8 a.m. to 5 p.m. CST.

IF YOU SHIP YOUR RECYCLING CONTAINER TO AN UNAUTHORIZED ZONE, YOU WILL NOT RECEIVE YOUR COMPLIANCE DOCUMENTATION AND BE SUBJECT TO ADDITIONAL HANDLING CHARGES.

Step #2: Complete the "From" section on the label.
Step #3: Detach card from label and affix label if not applied to container.

Step #4: Call FedEx Ground at CALL 1-800-GO-FEDEX TO SCHEDULE A PICKUP. SAY "PRP" WHEN PROMPTED BY THE AUTO ATTENDANT.



ZONE 1
VEOLIA ES TECHNICAL SOLUTIONS, LLC
90 PLEASANT STREET
WEST BRIDGEWATER, MA
02379

ZONE 3
VEOLIA ES TECHNICAL SOLUTIONS, LLC
1275 MINERAL SPRINGS DRIVE
PORT WASHINGTON, WI
53074

ZONE 2
VEOLIA ES TECHNICAL SOLUTIONS, LLC
342 MARPAN LANE
TALLAHASSEE, FL
32305

ZONE 4
VEOLIA ES TECHNICAL SOLUTIONS, LLC
5736 WEST JEFFERSON,
PHOENIX, AZ
85043

Use the map above to identify the appropriate color coded return label and apply to FedEx Ground Label in space marked "Apply Color Coded Label Here."

FROM:

COMPANY _____

ADDRESS _____

CITY _____ STATE/PROV _____

ZIP/CODAL _____

(9611018) 6911917 96568518

FedEx Ground

UNIVERSAL WASTE SPECIALTY

PRP

SHIP TO:

APPLY COLOR CODED LABEL HERE

ATTN FEDEX GROUND: Call 1-888-669-9725 for routing if address label is not applied.

UNIVERSAL WASTE

Check one of the following for contents:
(Use a ballpoint pen)

Lamp(s) ☐

Battery(ies) ☐

Mercury Thermostat(s) ☐

Other ☐

CALL 1-800-GO-FEDEX (463-3338) TO SCHEDULE A GROUND RETURN PICKUP. SAY "PRP" WHEN PROMPTED BY THE AUTO ATTENDANT.

Accumulation Start Date:

*TV Provisions LLC
Art Skelton*



*TV Perissinakis LLC
Art Stevenson*

Facility Background

Port Washington, WI- Mineral Springs Drive

Facility Contact: Steve Biermann
Facility Phone: 262-243-8900
Facility Fax: 262-268-1962
Location: 1275 Mineral Springs Drive
City: Port Washington
Country: USA
State: WI
Zip Code: 53074
USEPA ID#: WID988566543
State Regulatory Agency: <http://www.dnr.state.wi.us/>

Facility Permit Summary:

Part B Permit or Solid Waste Permit Number, Date of Issuance, and Expiration Date	Air Permit Number, Date of Issuance, and Expiration Date	NPDES Permit Number, Date of Issuance, and Expiration Date	Wastewater Discharge Permit Number, Date of Issuance, and Expiration Date	TSCA Permit Number, Date of Issuance, and Expiration Date
HW Storage License #6008 Effective 10/1/17 Expires 9/30/18 HW Treatment License #4585 Effective 10/1/17 Expires 9/30/18 SW Processing License: 03870 Effective 10/1/17 Expires 9/30/18	Air Operation Permit #246076050-S01 Effective: 11/11/14 Expires 11/11/19	Storm water General Permit #WI-S067857-4 Effective 6/15/2016 Expires 5/31/2021	NA	Meets Exemption Criteria

Facility Description:

The site consists of 11.45 acres. A security fence surrounds the active four acre portion of the site. There is only one gate to the facility, which is locked during off-hours. Previous use of the property was agricultural (fields). The property is located within a light industrial park. The nearest residential area is within one quarter mile. The population within a one-mile radius is approximately 500. The nearby city of Port Washington has an estimated population of 12,000. Schools and parks are more than one mile away from the facility. The nearest hospital is more than ten miles away. The facility storage building opened on December 27, 1989 and is located along the northwest end of the active portion of the site inside the security fence. The facility storage building is 82'x120' or 9,840 square feet. There are no underground or above ground storage tanks on site. The facility is exempt from regulation under certain portions of Chapter NR 600 Wis. Admin. Code because it meets the definition of "legitimate recovery" operations under NR 625.06 Wis. Admin. Code. PCB accumulation is exempt from commercial PCB storage requirements under section 144.44 (9) Wis. Stats. There are no industrial wastewater discharges from the facility.

The Port Washington facility can handle the following types of waste: Mercury bearing lamps, mercury devices, mercury compounds, mercury debris, mercury soil, mercury contaminated phosphor, lamp ballast, small PCB capacitors (<9lbs), **all types of batteries**, computers and electronics.

Veolia has developed and maintains management systems for both Port Washington facilities in accordance with ISO 14001-2004, OHSAS 18001-2007 and Responsible Recycling (R2:2013) Practice for electronic recyclers.

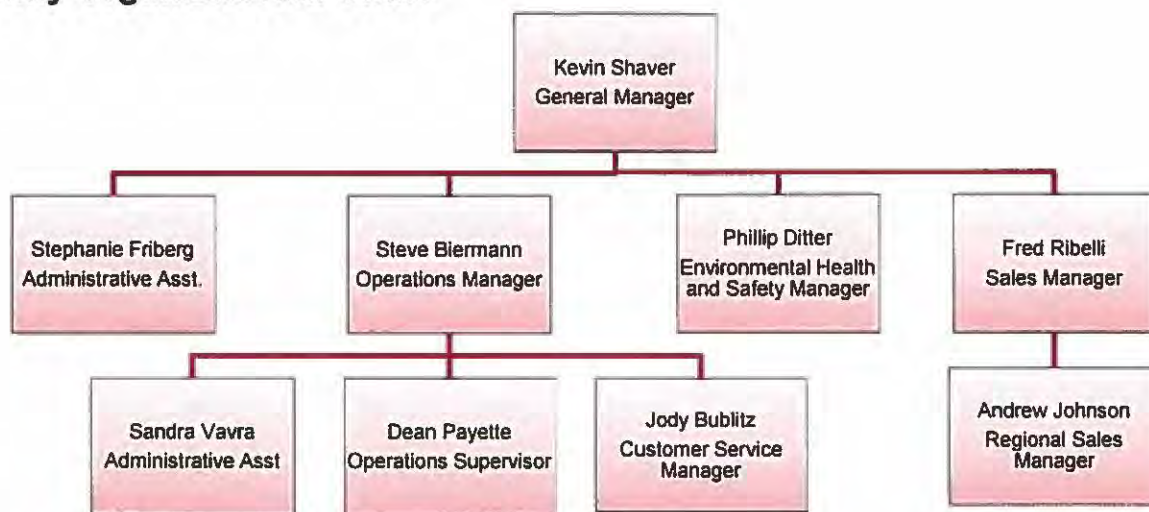


TV Monitoring LLC
Art Steinhilber

Facility Overview

Veolia ES Technical Solutions, L.L.C
Electronics Recycling Division
1275 Mineral Springs Drive
Port Washington, WI 53074
USEPA ID#: WID988566543
Tel: (262) 243-8900
Fax: (262) 284-3775

Facility Organizational Chart



Facility Key Contacts

Name	Title	Phone	Email
Steve Biermann	Operations Manager	(262) 243-8915	steve.biermann@veolia.com
Dean Payette	Operations Supervisor	(262) 243-8900	dean.payette@veolia.com
Sandra Vavra	Administrative Asst.	(262) 243-8922	sandra.vavra@veolia.com
Phillip Ditter	EHS Manager	(262) 243-8908	phillip.ditter@veolia.com
Jody Bublitz	Customer Service Manager	(262) 243-8926	Jody.bublitz@veolia.com
Andrew Johnson	Regional Sales Account Manager	(920) 574-8571	andrew.johnson2@veolia.com



*TV provisions LLC
Bret Stenler*

Facility Compliance

Port Washington, WI- Mineral Springs Drive

Veolia is permitted to store hazardous waste. Associated with this permit, Veolia is inspected periodically by the Wisconsin Department of Natural Resources (WDNR)

Agency Contacts:

Air:	Solid and Hazardous Waste:
Craig Stemler Wisconsin Department of Natural Resources Phone: (920) 303-5422 craig.stemler@wisconsin.gov	Jennifer Easterly Wisconsin Department of Natural Resources Phone: (920) 303-5431 jennifer.easterly@wisconsin.gov

Date	Agency	Program	Description of Violations	Corrective Actions	Status of Corrective Actions	Penalty Assessed
4/9/13	WDNR	RCRA	No violations noted	None	None	None
8/1/13	USEPA	RCRA	NOV (12/17/13) – Three conditions	Two conditions corrected at the time of inspection. Documentation of inventory correction submitted 1/6/14	Completed. Close out letter by USEPA dated 2/28/14	None
4/1/14	WDNR	RCRA	No violations noted	None	None	None
7/28/14	WDNR	E-cycle	No violations noted	None	None	None
5/21/15	WDNR	RCRA	No violations noted	None	None	None
3/18/16	WDNR	RCRA	No violations noted	None	None	None
4/19/17	WDNR	RCRA	Report pending			

Port Washington, WI- Park Street

The Veolia Park Street facility has registered as a Universal Waste – Large Quantity Handler. The facility is also registered as a Refrigerant Recovery facility. The Park Street facility has been inspected once by the Wisconsin Department of Natural Resources (WDNR) in the past five years.

Agency Contacts:

Electronics Recycling:
Marcy McGrath Wisconsin Department of Natural Resources Phone: (920) 662-5167 marcy.mcgrath@wisconsin.gov

Date	Agency	Program	Description of Violations	Corrective Actions	Status of Corrective Actions	Penalty Assessed
7/28/14	WDNR	E-cycle WI	No violations noted	None	None	None
4/6/16	WDNR	E-cycle WI	No violations noted	None	None	None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com Fax: 212-948-5053		CONTACT NAME: PHONE (A/C, No. Ext.): E-MAIL: ADDRESS:	
PORTW		INSURER(S) AFFORDING COVERAGE	
INSURED Veolia ES Technical Solutions, LLC 1275 Mineral Springs Drive Port Washington, WI 53074		INSURER A: ACE American Insurance Company INSURER B: ACE Fire Underwriters Insurance Company INSURER C: AIG Specialty Insurance Company INSURER D: N/A INSURER E: Lexington Insurance Company INSURER F:	
		NAIC # 22667 20702 26883 N/A 19437	

COVERAGES

CERTIFICATE NUMBER:

CHI-007109151-66

REVISION NUMBER: 21

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		HOO G27873534	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25098353 (AOS)	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C84624131 (AOS) SCF C84624143 (WI) (Retro)	01/01/2018 01/01/2018	01/01/2019 01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	CPL - SIR \$500,000		CPO29329601	01/01/2018	01/01/2019	Occurrence/Aggregate \$ 5,000,000
E	E&O - SIR \$2,000,000		065703643	01/01/2018	01/01/2019	Per Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Veolia ES Technical Solutions, LLC
1275 Mineral Springs Drive
Port Washington, WI 53074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2018/03)

The ACORD name and logo are registered marks of ACORD



IVPhosisms LLC
Antigens

AGENCY CUSTOMER ID: 010018

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Veolia ES Technical Solutions, LLC 1275 Mineral Springs Drive Port Washington, WI 53074
POLICY NUMBER		
CARRIER	RAC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Legal Liability

Policy Number: W1D4C8170101
Carrier: Lloyd's Syndicates 623/2623
Effective Date: 01/01/2018
Expiration Date: 01/01/2019
Limit: \$5,000,000
SIR: \$750,000

TV Provisions LLC
ART STEWART



Certificate of Recycling and/or Disposal

This certificate certifies that the waste described below has been properly recycled and/or disposed in accordance with state, federal and local regulations. The document number shown below should be used when inquiring about any issues with the proper handling, recycling and/or disposal of the waste.

CUSTOMER:

GENERATOR:

WASTE RECYCLED AND/OR DISPOSED:

FACILITY:
RECEIVED DATE:
SQ#
DOCUMENT#:
SHIPPING PAPER:



OPERATIONS MANAGER



*TV Provisions LLC
Art Johnson*

**State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921**

**Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711**



October 8, 2015

File Ref: FID 246076050
OZAUKEE
HW / LIC

Mr. Kevin Shaver
Veolia ES Technical Solutions, LLC
1275 Mineral Springs Drive
Port Washington, WI 53074

Subject: Renewal of License # 6008 for Storage of Hazardous Waste in Containers
Initial License # 4585 for Miscellaneous Treatment of Hazardous Waste in Retort Ovens
for a Hazardous Waste Storage and Treatment Facility at Veolia ES Technical Solutions, LLC Port
Washington
EPA ID #: WID988566543
FID #: 246076050

Dear Mr. Shaver:

With the issuance of this letter, the Wisconsin Department of Natural Resources is confirming that the relicensing of the Veolia ES Technical Solutions, LLC's hazardous waste container storage units (license number 6008) and initial licensing of hazardous waste miscellaneous treatment units (license number 4585) is complete. On September 10, 2015, a notice of intent to license was published in the Wisconsin State Journal and the Ozaukee Press.

Hazardous waste licenses are issued and regulated under the provisions of chs. NR 660-670, Wis. Adm. Code. The hazardous waste licenses requires compliance with chs. NR 660-670, Wis. Adm. Code, the feasibility and plan of operation report, the September 4, 2015 feasibility and plan of operation report conditional approval, and all subsequent plan modifications issued by the Department.

You must continue to apply for renewal of the licenses annually, for a period of up to ten (10) years from October 8, 2015, the official date of the re-issued operating license (October 8, 2015 + ten (10) years = October 8, 2025) to continue to operate. If you choose to close one or all of the hazardous waste units, you must notify the department and follow the closure plan in your feasibility and plan of operation report along with appropriate conditions in your plan approval. If you plan to continue to operate the licensed units at this facility following the end of the ten year period, you are required to submit all reports and plans necessary for re-issuance of the revised operating licenses at least 180 days prior to the ten (10) year anniversary of the revised operating licenses. To facilitate timely re-issuance, submission of the necessary reports and plans at least one year prior to the ten (10) year expiration date is recommended.

If you have any questions or concerns, please contact David Panofsky if you have any questions at (608) 267-3540, or by e-mail at david.panofsky@wisconsin.gov.

dnr.wi.gov
wisconsin.gov

Naturally **WISCONSIN**





TV Provisions LLC
Axt Stevenson

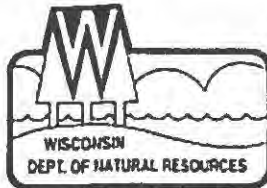
Page 2 of 2
Renewal and Initial Licensing – Storage and Miscellaneous Treatment of Hazardous Waste
Veolia ES Technical Solutions, L.L.C.

Sincerely,

Edward K. Lynch, PE, Chief
Hazardous Waste Prevention & Management Section
Bureau of Waste and Materials Management

Cc: David Panofsky - WA/5
Mike Ellenbecker – Hazardous Waste Program Coordinator
Phil Ditter- Veolia ES Technical Solutions
David Braun - Veolia ES Technical Solutions
Jae Lee - US EPA Region 5

TV Provisions LLC
Ave Stevenson



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

November 21, 2007

VEOLIA ES TECHNICAL SOLUTIONS LLC
Attn: KEVIN D SHAVER, OP MGR
1275 MINERAL SPRINGS DR
PORT WASHINGTON WI 53074

Dear Notifier:

Below you will find the United States Environmental Protection Agency (U.S. EPA) Identification (ID) number that has been assigned to your installation.

Based upon your submittal of EPA Form 8700-12,
the activity at this site is Universal Waste - Large Quantity Handler.

WIR000130591

**VEOLIA ES TECHNICAL SOLUTIONS LLC
215 S PARK ST STE VESTS
PORT WASHINGTON**

This ID number must be included on all shipping manifest(s) for transporting hazardous wastes and on all correspondence and reports.

Please note the U.S. EPA number is site specific. If your installation changes locations, a new notification is required to obtain a new ID number. If your installation has changed ownership, a subsequent notification must be filed to allow the new owner to use the ID number.

When a change occurs to the information on this form, a subsequent notification must be filed using EPA's RCRA Subtitle C Site Identification Form 8700-12 to update our files before continuing use of the EPA ID #. Form 8700-12 and instructions are available at <http://www.epa.gov/epaoswer/hazwaste/data/form8700/8700-12.pdf>.

If you have any questions regarding hazardous waste activity, please contact the WDNR contact for your county (<http://www.dnr.state.wi.us/org/aw/wm/contacts/hazard.htm>). If you have questions regarding the EPA ID's for your sites, please call me at (608) 264-6022.

Sincerely,

David Kollasch
Notification Coordinator

dnr.wi.gov
wisconsin.gov

Quality Natural Resources Management
Through Excellent Customer Service



ART Stevenson
JV Provisions LLC
Commissary & Foodservice
180 River Bend Drive
Chesterfield, MO 63017

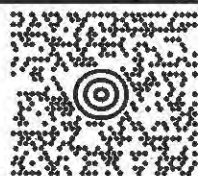
ART STEVENSON
314 677 7518
JV PROVISIONS LLC
180 RIVER BEND DRIVE
CHESTERFIELD MO 63017

5 LBS

1 OF 1

DWT: 13,10,1

SHIP TO:
LISA GRAHAM
573-751-2389
MISSOURI DEPT OF CORRECTIONS
PURCHASING SECTION
2729 PLAZA DRIVE
JEFFERSON CITY MO 65109-1146



MO 651 0-01



UPS GROUND

TRACKING #: 1Z NT0 D72 03 2134 8861



BILLING: P/P

UPS 20.0.42 WTTNVS09 09 DA 04/2018



Received

7/6/18

11:20 am

MISSOURI DEPT OF CORRECTIONS
2729 PLAZA DR
JEFFERSON CITY MO 65109-4408

P: IN S: NORTH I: ☐
IIIIUU - 2096 X
8861 JUL 05 2018

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. (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.

- 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

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

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EXHIBIT A	Pricing Page
EXHIBIT B	Domestic Products Procurement Act (Buy American) Preference
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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 Batteries 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 contract CR834002 is due to expire on July 14, 2018. This solicitation for bid will replace the current contract when it expires. The contract will be one year 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.
 - 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 current estimated population for all correctional institutions is 31,842.
- 1.2.6 The estimated annual gross sales for all batteries noted on this contract is \$272,825.00. The annual estimated case usage for 9V is 12, the AA batteries is 5,417 and the AAA batteries is 548. Case usage is based on 48 battery packs per case. There is no guarantee of actual sales amounts.

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 Batteries provided under this contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Any item not conforming to the requirements stated herein, including approved substitutions, shall not be accepted.
- 2.1.2 Specifications including type, size and packaging requirements are listed on **EXHIBIT A, Pricing Page**.
- 2.1.3 ALL batteries must meet current ANSI standards.
- 2.1.4 Batteries offered must be of retail quality.

2.2 Item Labeling, Size, Battery Shelf Life and Packaging Requirements:

2.2.1 Labeling – Batteries must be commercially packaged for individual resale and the package must bear and identifying barcode, date of expiration and the name of the item.

- a. There shall be no alteration of manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Re-labeled items and items that indicate "not for individual resale" are not acceptable.
- b. Labels or packaging shall not be pre-priced.
- c. Labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.

2.2.2 Size/Count – Size/Count shall be as specified on **EXHIBIT A, Pricing Page**. Items falling outside the requested size will not be considered.

2.2.3 Battery Shelf Life – Batteries must have a maximum shelf life upon delivery. The expiration date shall be legible on each package. All batteries shall have an expiration date of at least two (2) years beyond the contract date of delivery to the warehouse. Any items of less than two (2) years will be refused or returned at the contractor's expense.

2.2.4 Packaging – 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).

- a. All cases that batteries are delivered in must be labeled with the date of expiration.

2.3 Battery Recycling Program:

2.3.1 The contractor must offer a battery recycling program at no cost to the Department for each institution listed on **Attachment 1**, Department of Corrections locations.

2.3.2 If requested, the contractor must provide a battery recycling kit for each institution listed on **Attachment 1**. Each battery recycling kit shall include detailed instructions for the return of full kits for recycling.

- a. Full battery recycling kits must either include a call tag or be picked up by the contractor for delivery to the recycling facility.

2.3.3 At a minimum, AA and AAA batteries must be included in the recycling program.

2.3.4 All batteries must be recycled by a facility that is registered, certified, insured, and in compliance with Federal, State and local regulations for the recycling of dry cell batteries. If requested, information regarding recycling facility compliance shall be provided.

2.3.5 A Certificate of Recycling shall be provided by the recycling center, for each institution that participates in the program, for each kit that has been received and recycled by the contractor or the contractor's vendor. Certificates should be received by the institutions within two (2) weeks of the receipt of kits, but no later than sixty (60) days after shipment of kits. Certificates shall indicate the following:

- a. Name of Institution;
- b. Date of receipt of kit(s);

- c. Shipping tracking number;
- d. Quantity in pounds of kit(s) returned for recycling;
- e. Items recycled (e.g. dry cell batteries); and
- f. The name, address, and EPA ID number of the final destination facility for recycling of batteries sent by the institution(s).

2.3.6 Once awarded a contract, the contractor shall not change any of the requirements indicated in section 2.3, its process, or the recycling facility(s) indicated on **EXHIBIT G, Recycling Program Information** without prior written approval from the Department.

2.4 Minimum Orders:

2.4.1 There shall be no minimum order requirements other than the smallest unit of order (case).

2.5 Warranty:

2.5.1 The contractor must warrant to the Department that batteries furnished under this contract will be of first line quality and new condition. Outdated or short dated products will not be accepted. The contractor shall also guarantee all materials used in the manufacturing of the batteries 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. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications will be met as indicated in paragraph 2.3.1 shall be provided upon request of the Department.

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 the 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.

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 Orders shall be placed by the Central Region Commodity Warehouse. The contractor must begin accepting orders upon notice of award. **Initial delivery and all subsequent deliveries** must be made within **twenty-one (21) 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.

- 2.8.2 **The contractor must coordinate its delivery schedule with the Central Region Commodity Warehouse.** Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department.

- a. Delivery Addresses: Missouri Department of Corrections
Central Region Commodity Warehouse
8416 No More Victims Road
Dock A
Jefferson City, MO 65101
Phone: 573-522-2348

- b. 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.oa.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 prices 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 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 price quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.
- a. If a renewal price is not provided, then the price during the renewal period shall be the same as during the original contract period.
 - b. The Department does not automatically exercise its option for renewal based upon the renewal price and reserves the right to offer or to request renewal of the contract at a price 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 more than 5% 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 more than 5% during the period of time that 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.

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- 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.

TV provisions etc
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- 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 Only the brands listed below will be accepted. All other brands will be deemed non-responsive and will not be considered for award.

- Duracell
- Energizer
- Eveready
- Maxell
- Panasonic
- Powermax
- Rayovac

4.4 Submission of Samples:

4.4.1 The bidder may be requested to submit one (1) sample of each item being bid. **If requested, the bidder must provide the sample within five (5) business days of the date the sample is requested.** 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.

4.4.2 Samples must be submitted to the following address, and the bidder should identify each sample with its company name, contact name, bid number, and item name.

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. All samples must be of the brand name the bidder is bidding. **Special run or mock-up samples will not be accepted.**

4.5 American Made Preference:

4.5.1 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.

4.6 Missouri Service-Disabled Veteran Business Enterprise Preference:

4.6.1 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.

4.7 Organizations for the Blind and Sheltered Workshop Preferences:

4.7.1 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.

4.7.2 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.

4.8 Recycling Program Information:

- 4.8.1 The bidder must complete **EXHIBIT G, Recycling Program Information**.
- 4.8.2 The bidder shall indicate on **EXHIBIT G, Recycling Program Information** the name, address, telephone number, contact person, and EPA identification number for each recycling facility that will be used by the contractor or contractor's vendor.
- a. The bidder shall submit with its bid a written statement by the facility(s) used indicating that such facility(s) will accept and recycle the batteries sent to them through the recycling program provided under this contract.

4.9 Evaluation Process:

- 4.9.1 The bidder must submit a **firm fixed price** on the **EXHIBIT A, Pricing Page** for all line items.
- a. The price 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 **Grouped Items** - Line items 001 through 003 are grouped and one award will be made for all items within the group.
- a. A bid price must be stated **for each item** in the group.
- b. If any one item in the group is deemed non-responsive or unacceptable, or if a bidder is not able to supply or bid on one or more items in the group, the entire group will not be considered for award to that bidder.
- 4.9.3 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.
- 4.9.4 **Estimated Case Quantities** – The case quantities listed on **EXHIBIT A, Pricing Page** are an estimated total of the prior year's usage based on the current contract case quantities. The Department makes no guarantees of single order quantities or total aggregate order quantities.
- 4.9.5 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.
- 4.9.6 Samples requested and submitted will be evaluated for conformance to the specifications as indicated on **EXHIBIT A, Pricing Page** and sections 2.1 and 2.2 of this bid.
- 4.9.7 The cost evaluation shall be calculated as follows:
- a. **For all items in the group**, the individual battery pack cost will be calculated by dividing the firm fixed case price stated on **EXHIBIT A, Pricing Page**, by the number of packs per case to arrive at the individual pack cost for each type of battery. For evaluation purposes only, the initial contract period cost for the Group will be calculated by multiplying the individual pack cost, by (48) forty-eight (estimated packs per case), then by the estimated case quantity for each item. The line items will then be added together for the group cost for the initial contract period.

- b. A cost for each renewal period will be calculated in the same manner as indicated in paragraph 4.9.7 a. The total cost of the initial contract and each renewal period will be added together to arrive at the total bid price for the group.

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

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 + \text{Earned Preference Points} = \frac{\text{Total Cost}}{\text{Evaluation Points}}$$

4.9.9 **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 for the group shall be made to the bidder whose items meet the required specifications and is the lowest and best bidder for the group. **Only one award will be made for the group.** Other factors that affect the determination of the lowest price responsive bidder includes the consideration of the preference points explained in Sections 4.5, 4.6 and 4.7.

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 shall complete and submit, at minimum, the Secretary of State section of **EXHIBIT F, Miscellaneous Information**.

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.

Organization for the Blind/Sheltered Workshop Commitment Table 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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <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: _____

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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)

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. 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" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. 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.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. 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 in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 08/07/2014

ATTACHMENT 1

ALGOA CORRECTIONAL CENTER

8501 No More Victims Rd.
Jefferson City, MO 65101
PH: 573-751-3224

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan Street
Boonville, MO 65233
PH: 660-882-6521

CHILLICOTHE CORRECTIONAL CENTER

3151 Litton Road
Chillicothe, MO 64601
PH: 660-646-4032

CREMER THERAPEUTIC CENTER

689 Route O
Fulton, MO 65251
PH: 573-595-4013

CROSSROADS CORRECTIONAL CENTER

1115 E. Pence Road
Cameron, MO 64429
PH: 816-632-2727

EASTERN RECEPTION & DIAGNOSTIC CENTER

2727 Highway K
Bonne Terre, MO 63628
PH: 573-358-5516

FARMINGTON CORRECTIONAL CENTER

1012 W. Columbia
Farmington, MO 63640
PH: 573-218-7100

FULTON RECEPTION & DIAGNOSTIC CENTER

1393 Highway O
Fulton, MO 65251
PH: 573-592-4040

JEFFERSON CITY CORRECTIONAL CENTER

8416 No More Victims Road, Dock B
Jefferson City, MO 65101
PH: 573-751-3224

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly, MO 65270
PH: 660-263-3778

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069
PH: 636-257-3322

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville, MO 64468
PH: 660-582-6542

NORTHEAST CORRECTIONAL CENTER

13698 Airport Road
Bowling Green, MO 63334
PH: 573-324-9975

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652
PH: 417-767-4494

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point, MO 63660
PH: 573-438-6000

SOUTH CENTRAL CORRECTIONAL CENTER

255 W. Highway 32
Licking, MO 65542
PH: 573-674-4470

SOUTHEAST CORRECTIONAL CENTER

300 E. Pedro Simmons Drive
Charleston, MO 63834
PH: 573-683-4409

TIPTON CORRECTIONAL CENTER

619 N. Osage Avenue
Tipton, MO 65081
PH: 660-433-2031

WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER

1011 E. Highway 54, Vandalia, MO 63382
PH: 573-594-6686

WESTERN MISSOURI CORRECTIONAL CENTER

609 E. Pence Road, Cameron, MO 64429
PH: 816-632-1390

WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER

3401 Faraon Street, St. Joseph, MO 64506
PH: 816-387-2158

KANSAS CITY RE-ENTRY CENTER

651 Mulberry
Kansas City, MO
PH: 816-842-7467