



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT
RETURN AMENDMENT NO LATER THAN August 9, 2019 TO:
Lisa Graham, Procurement Officer II
Lisa.Graham@doc.mo.gov
(573) 526-8611
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/05/19	Attn: Lyra Hall Union Supply Group dba Food Express 13903 Alvarez Road, Bldg #2 Jacksonville, FL 32218	Amendment 006 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Department of Corrections Various Locations

CONTRACT CR975002

Pursuant to Section 2.5 on pages 5 & 6, line item 003 has had an economic adjustment increase.

Line Item 003 - Malt -O-Meal Frosted Mini Spooners - 16/15oz bags per case — **\$31.28 per case**

All other terms, conditions, provisions and pricing of the contract shall remain the same and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FLORIDA 32218

Telephone: 904.672.1700

E-Mail Address: LHALL@UNIONSUPPLYGROUP.COM

Authorized Signer's Printed Name and Title: LYRA HALL, ACCOUNT MANAGER

Authorized Signature:  Date 8/7/2019

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



Gil Long, Acting Director of Fiscal Management, Office of the Director

8-9-19

Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

Lisa Graham
Lisa.Graham@doc.mo.gov
Ph: (573) 526-6611 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
07/17/2018	Attn: Lyra Hall Union Supply Group d/b/a Food Express 13903 Alvarez Road, Building #2 Jacksonville, FL 32218	Amendment 005 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Various Locations

CONTRACT # CR975002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 20, 2018 through August 19, 2019.

All terms, conditions and provisions of the previous contract period, including price, 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

7-17-18

Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN OCTOBER 6, 2017 TO:

Lisa Graham
Lisa.Graham@doc.mo.gov
(573) 526-6811 - (573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
09/29/2017	Attn: Lyra Hall Union Supply Group d/b/a Food Express 13903 Alvarez Road, Building #2 Jacksonville, FL 32218	Amendment 004 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Various Locations

CONTRACT CR975002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.4.4 on page 11, and paragraph 4.3.2 on page 13, the following items have changed packaging, case count, UPC number, item number and case cost.

Line Item 008 – Food Express Plain Bagel – 40/4 oz bagels – New Case Cost \$11.60
UPC: 44234-80833 – Vendor Item # 8071124

Line Item 009 – Food Express Cinnamon Raisin Bagel – 40/4 oz – New Case Cost \$11.60
UPC: 44234-80834 – Vendor Item # 8071125

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: LYRA HALL

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FLORIDA 32218

Telephone: 904.672.1700

E-Mail Address: LHALL@UNIONSUPPLYGROUP.COM

Authorized Signer's Printed Name and Title: LYRA HALL, ACCOUNT MANAGER

Authorized Signature: 

Date 10/3/2017

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

10/10/17

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
5/16/17	Lyra Hall, Account Manager Food Express 13903 Alvarez Rd., Bldg. #2 Jacksonville, FL 32218	Amendment 003 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Various Locations

CONTRACT CR975002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 20, 2017 through August 19, 2018.

All terms, conditions and provisions of the previous contract period, including prices, 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

5/18/17
Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/04/16	Lyra Hall, Account Manager Food Express 13903 Alvarez Rd., Bldg. #2 Jacksonville, FL 32218	Amendment 002 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Various Locations

CONTRACT CR975002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 20, 2016 through August 19, 2017.

All terms, conditions and provisions of the previous contract period, including prices, 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. Wood, Chief Financial Officer, Division of Human Services

8/8/16

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN July 17, 2015 TO:

Lisa Graham
Lisa.Graham@doc.mo.gov
(573) 526-6611 - (573) 522-1562 (Fax)
FMU PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
07/13/2015	Attn: Lyra Hall Union Supply Group d/b/a Food Express 13903 Alvarez Road, Building #2 Jacksonville, FL 32218	Amendment 001 CR975002	Breads & Breakfast Foods for Resale in Offender Canteens Various Locations

CONTRACT CR975002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections desires to exercise its option to renew the above-referenced contract for the period of August 20, 2015 through August 19, 2016.

In addition, the Missouri Department of Corrections desires to amend contract CR975002 to add an additional delivery location that will utilize the contract to purchase breads and breakfast foods. The delivery location to be added to the contract shall be as follows:

- Kansas City Community Release Center (soon to be Kansas City Re-entry Center)
651 Mulberry Street
Kansas City, MO 64106

All terms, conditions and provisions of the contract, including prices, shall remain the same and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FLORIDA 32218

Telephone: 904.672.1700

E-Mail Address: LHALL@UNIONSUPPLY.COM

Authorized Signer's Printed Name and Title: LYRA HALL, ACCOUNT MANAGER

Authorized Signature: 

Date 7.13.2015

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


Lenard D. Lenger, Comptroller, Division of Human Services

7/15/15

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

IFB CR975 AMENDMENT #002

REVISED BY AMENDMENT #002
Breads & Breakfast Foods
For Resale in Offender Canteens

FOR
Department of Corrections
Various Locations

Contract Period: Date of Award through One Year
Date of Issue: July 11, 2014

Page i of 43

Bids Must Be Received No Later Than:
REVISED BY AMENDMENT #002
2:15 p.m., Tuesday, August 5, 2014

Sealed bids must 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.

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

Company Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FL 32218

Telephone: 904.672.1700 Fax: 904.296.2433

Federal EIN #: 33-0464758 State Vendor #: 33046475802

Email: LHALL@UNIONSUPPLY.COM

Authorized Signer's Printed Name and Title LYRA HALL, ACCOUNT MANAGER

Authorized Signature: [Signature] Bid Date 8/1/2014

NOTICE OF AWARD:

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

ITEMS 003, 005, 008, and 009
CR975002

Contract No.

8/20/14

Date

Lenard D. Lenger
Lenard D. Lenger, Comptroller, Division of Human Services

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

REVISED BY AMENDMENT #002

EXHIBIT A

Pricing Page

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to all institutions listed on **Attachment 1** for each item it is bidding. If bidding multiple brands or sizes 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	Description	Estimated 12 Month Quantity	Firm Fixed Price
001	Sweetened Fruit Flavored Multi-Grain Cereal (e.g. Malt O Meal® Tootie Fruities) 12-20 oz. clear panel resealable bag	26,000	Case price: \$ 21.12 Items per Case: 12 Ounces per Item: 12.5 OZ Brand: MALT O MEAL Kosher/Halal? KOSHER
#8016014 MOM			
002	Sweetened Whole Grain Toasted Oat Cereal (e.g. Malt O Meal® Honey Nut Scooters) 12-20 oz. clear panel resealable bag	17,000	Case price: \$ 21.96 Items per Case: 12 Ounces per Item: 12 OZ Brand: MALT O MEAL Kosher/Halal? KOSHER
#8016015 MOM			
003	Frosted Shredded Wheat Cereal (e.g. Malt O Meal® Frosted Mini Spooners) 12-20 oz. clear panel resealable bag	12,500	Case price: \$ 28.80 Items per Case: 16 Ounces per Item: 15 OZ Brand: MALT O MEAL Kosher/Halal? N/A
#8016110 MOM			
004	Frosted Flakes Cereal (e.g. Malt O Meal® Frosted Flakes) 12-20 oz. clear panel resealable bag	30,000	Case price: \$ 33.81 Items per Case: 21 Ounces per Item: 15 OZ Brand: MALT O MEAL Kosher/Halal? KOSHER
#8016112 MOM			

EXHIBIT A, Pricing Page continued on next page

REVISED BY AMENDMENT #002

EXHIBIT A

Pricing Page (Continued)

Line Item	Description	Estimated 12 Month Quantity	Firm Fixed Price
005	Sweetened Puff Cereal (e.g. Malt O Meal® Golden Puffs) 12-20 oz. clear panel resealable bag	23,000	Case price: \$ 22.08 Items per Case: 12 Ounces per Item: 16 OZ Brand: MALT O MEAL Kosher/Halal? KOSHER
#8016016 MOM			
006	Whole Grain Toasted Oat Cereal (e.g. Cheerios®) 12-22 oz. clear panel resealable bag N/A	New	Case price: \$ NO BID Items per Case: N/A Ounces per Item: N/A Brand: NO BID Kosher/Halal? N/A
007	Wheat Bran Flake Cereal (e.g. Post® Bran Flakes) 12-22 oz. clear panel resealable bag	New	Case price: \$ 30.42 Items per Case: 18 Ounces per Item: 15 OZ Brand: MALT O MEAL Kosher/Halal? KOSHER
#8016121 MOM			
008	Bagel - Plain 4-6 oz. (+/- 1 oz.) Individually wrapped Bulk packed for individual resale	54,500	Case Price: \$ 18.56 Bagels per case: 64 Ounces per bagel: 4 OZ Brand: FOOD EXPRESS Kosher/Halal? KOSHER
#8071088 FOOD EXPRESS			
009	Bagel - Cinnamon Raisin 4-6 oz. (+/- 1 oz.) Individually wrapped Bulk packed for individual resale	120,000	Case Price: \$ 18.56 Bagels per case: 64 Ounces per bagel: 4 OZ Brand: FOOD EXPRESS Kosher/Halal? KOSHER
#8071087 FOOD EXPRESS			

EXHIBIT A, Pricing Page continued on next page

REVISED BY AMENDMENT #002

EXHIBIT A

Pricing Page (Continued)

Line Item	Description	Estimated 12 Month Quantity	Firm Fixed Price
010	Granola Bars	6,100	Case Price: \$ 55.44
	Individually wrapped		Items per Case: 168
	Bulk packed for individual resale		Brand: NATURE VALLEY
	State available flavors and ounces per bar:		
#8083280	Flavor: OAT and HONEY	- Ounces: 1.5 OZ	Kosher/Halal? KOSHER
#8083284	Flavor: PEANUT BUTTER	- Ounces: 1.5 OZ	Kosher/Halal? KOSHER
	Flavor: N/A	- Ounces: N/A	Kosher/Halal? N/A
	Flavor: N/A	- Ounces: N/A	Kosher/Halal? N/A
011	Granola Bars	43,000	Case Price: \$ 25.20
	6-12 bars per box		Items per Case: 20
	State available flavors and ounces per box:		Bars per box: 6 COUNT
			Brand: PAMPA
#8019355	Flavor: CRUNCHY OAT & HONEY	- Ounces: 4.5 OZ	Kosher/Halal? KOSHER
	Flavor: N/A	- Ounces: N/A	Kosher/Halal? N/A
	Flavor: N/A	- Ounces: N/A	Kosher/Halal? N/A
	Flavor: N/A	- Ounces: N/A	Kosher/Halal? N/A

ADDED BY AMENDMENT #002

012	Pizza Crust - Plain	<i>New</i>	Case Price: \$ NO BID
	<i>Microwavable</i>		Items per case: N/A
	<i>No sauce or cheese included</i>		Ounces per item: N/A
	<i>8-16 oz. package</i>		Brand: N/A
	N/A		Kosher/Halal? N/A

Terms:

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

0 % if paid within 30 days of receipt of invoice

EXHIBIT A, Pricing Page continued on next page

REVISED BY AMENDMENT #002**EXHIBIT A****Pricing Page (Continued)****Bidder's Acceptance of the State Purchasing Card (Visa):**

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

Agreement X Disagreement _____

Web Site:

The bidder should state web site address if online invoicing is available: NOT APPLICABLE

RENEWAL OPTION: The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal option at the same price(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.

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	0 %	OR	1 ST	0 %
2 ND	0 %	OR	2 ND	0 %
3 RD	0 %	OR	3 RD	0 %
4 TH	0 %	OR	4 TH	0 %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Printed Name: LYRA HALL Email: LHALL@UNIONSUPPLY.COM

Authorized Signature:  Date: 8/1/14

Fredrick, Diana

From: Lyra Hall [LHall@unionsupplygroup.com]
Sent: Monday, August 11, 2014 12:20 PM
To: Fredrick, Diana
Subject: RE: IFB CR974
Attachments: PREPERATION AND UPC LABELS FOR OATMEAL IFB CR974.pdf

Importance: High

Diana,

Please see the attached photos you requested of the Oatmeal preparation instructions (I made that image bigger this time so it was easier to read) and the UPC.

Please let me know if you would like this document sent via overnight mail.

Lyra Hall
Account Manager



Union Supply Group
13903 Alvarez Road
Building #2
Jacksonville, FL 32218
Direct: 904.672.1703
Main: 904.672.1700 x1703
Toll Free: 855.840.6660 x1703
Fax: 904.296.2433
lhall@unionsupplygroup.com
www.unionsupplygroup.com

From: Fredrick, Diana [<mailto:Diana.Fredrick@doc.mo.gov>]
Sent: Friday, August 08, 2014 9:08 AM
To: Lyra Hall
Subject: IFB CR974
Importance: High

Lyra,

The Department requests a picture/copy of the label which shows the UPC code and preparation instructions for line item 004, Ralston Instant Oatmeal. Please provide this to us no later than August 15, 2014.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections
FMU/Purchasing
Phone: 573-526-0591, Fax: 573-522-1562
My office hours are from 7:30 AM to 4:00 PM, M-F

For current bidding opportunities and information please click on the link below:
<http://doc.mo.gov/DHS/Contracts.php>

CONFIDENTIALITY NOTICE—PRIVILEGED AND CONFIDENTIAL This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. If you have received this communication in error, please contact us by replying to this message and deleting it from your computer. Thank you.

Fredrick, Diana

From: Lyra Hall [LHall@unionsupplygroup.com]
Sent: Monday, August 11, 2014 12:02 PM
To: Fredrick, Diana
Subject: RE: Label Copies for IFB CR975
Attachments: Item Photos Bar Code and Net Weight 8.11.14.pdf

Importance: High

Diana

Please see the attached labels showing bar codes and net weights you requested.

Please let me know if you would like me to send these documents in the overnight mail as well.

Lyra Hall
Account Manager



Union Supply Group
13903 Alvarez Road
Building #2
Jacksonville, FL 32218
Direct: 904.672.1703
Main: 904.672.1700 x1703
Toll Free: 855.840.6660 x1703
Fax: 904.296.2433
lhall@unionsupplygroup.com
www.unionsupplygroup.com

From: Fredrick, Diana [<mailto:Diana.Fredrick@doc.mo.gov>]
Sent: Wednesday, August 06, 2014 12:32 PM
To: Lyra Hall
Subject: Label Copies for IFB CR975
Importance: High

Lyra,

The following pictures are either not readable, or not showing:

1. Malt O' Meal Tootie Fruities – Picture of label does not show barcode or net weight.
2. Malt O' Meal Honey Nut Scooters – Picture of label does not show barcode.
3. Malt O' Meal Frosted Mini Spooners - Picture of label does not show barcode or net weight.
4. Malt O' Meal Frosted Flakes - Picture of label does not show barcode.

5. Malt O' Meal Golden Puffs - Picture of label does not show barcode.
6. Food Express Plain & Cinnamon Raisin Bagels – Pictures of labels do not show barcode or ingredients.

Please provide the appropriate pictures with the missing information no later than August 13, 2014.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections

FMU/Purchasing

Phone: 573-526-0591, Fax: 573-522-1562

My office hours are from 7:30 AM to 4:00 PM, M-F

For current bidding opportunities and information please click on the link below:

<http://doc.mo.gov/DHS/Contracts.php>

CONFIDENTIALITY NOTICE—PRIVILEGED AND CONFIDENTIAL This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. If you have received this communication in error, please contact us by replying to this message and deleting it from your computer. Thank you.

Amendment #002 for IFB CR975

Contract Period: Date of Award through One Year

PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED IFB CR975 IS HEREBY AMENDED AS FOLLOWS:

1. The title has been REVISED.

As stated: Bagels & Breakfast Foods for Resale in Offender Canteens
Revised to: Breads & Breakfast Foods for Resale in Offender Canteens

2. The bid closing date has been REVISED.

As stated: Bids Must Be Received No Later Than: 2:00 p.m., Wednesday, July 30, 2014.
Revised to: Bids Must Be Received No Later Than: 2:15 p.m., Tuesday, August 5, 2014.

3. The following paragraphs contain a change as a result of Amendment #002:

- 1.1.1, 1.1.2 a. on page 2;
- 1.3.2 a. on page 3;
- 3.1.4 on page 9;
- 3.2.2 on page 10; and
- 5.1.3 a., 5.1.3 b., and 5.1.3 c. on page 18.

4. EXHIBIT A, Pricing Page contains a change as a result of Amendment #002.

5. ATTACHMENT 2 contains a change as a result of Amendment #002.

6. Bidders shall discard pages 2-43 of IFB CR975, Amendment #001 and replace with pages 2-43 of IFB CR975 Amendment #002.

All other requirements, specifications, terms and conditions for IFB CR975 remain the same.

Note: The revisions made as a result of this amendment have been *italicized* and **bolded.**

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov**

**IFB CR975
AMENDMENT #001**

**Bagels & Breakfast Foods
For Resale in Offender Canteens**

**FOR
Department of Corrections
Various Locations**

**Contract Period: Date of Award through One Year
Date of Issue: July 8, 2014**

Page I of 43

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, July 30, 2014

Sealed bids must 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.

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

Company Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FL 32218

Telephone: 904.672.1700 **Fax:** 904.296.2433

Federal EIN #: 33-0464758 **State Vendor #** 33046475802

Email: LHALL@UNIONSUPPLY.COM

Authorized Signer's Printed Name and Title LYRA HALL, ACCOUNT MANAGER

Authorized Signature:  **Bid Date** 7/28/14

NOTICE OF AWARD:

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

Contract No.

Lenard D. Lenger, Comptroller, Division of Human Services

Date

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

Amendment #001 for IFB CR975

Title: Bagels & Breakfast Foods for Resale in Offender Canteens

Contract Period: Date of Award through One Year

IFB CR975 is hereby amended as follows:

- 1. Paragraph 3.2.1 and 3.2.1 c., page 9, contains a change as a result of Amendment #001.**
- 2. Bidders shall discard pages 9-16 and replace them with IFB CR975, Amendment #001 pages 9-16.**

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

IFB CR975

**Bagels & Breakfast Foods
For Resale in Offender Canteens**

**FOR
Department of Corrections
Various Locations**

**Contract Period:
Date of Award through One Year**

**Date of Issue: July 2, 2014
Page 1 of 43**

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, July 30, 2014

Sealed bids must 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.

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

Company Name: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Mailing Address: 13903 ALVAREZ ROAD, BUILDING #2

City, State Zip: JACKSONVILLE, FL 32218

Telephone: 904.672.1700

Fax: 904.296.2433

Federal EIN #: 33-0464758

State Vendor # 33046475802

Email: LHALL@UNIONSUPPLY.COM

Authorized Signer's Printed Name and Title LYRA HALL, ACCOUNT MANAGER

Authorized Signature: 

Bid Date 7/28/14

NOTICE OF AWARD:

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

Contract No.

Lenard D. Lenger, Comptroller, Division of Human Services

Date

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

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
001-005	MINNEAPOLIS, MN		
007	MINNEAPOLIS, MN		
008-009	JAMESTOWN, ND		
010	MINNEAPOLIS, MN		

(Exhibit B continues 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. Trade Treaty, Law, Agreement, or Regulation
011	URAGUAY	TIFA	http://www.ustr.gov/trade-agreements/trade-investment-framework-agreements

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

UNION SUPPLY GROUP d/b/a FOOD EXPRESS

EXHIBIT G**Manufacturers' Information**

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



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

Manufacturer Five Digit Product Code: 67890 or 678900

Item# ⁰⁰¹

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 13717

Item# ⁰⁰²

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 12017

Item# ⁰⁰³

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 02681

Item# ⁰⁰⁴

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 00072

Item# ⁰⁰⁵

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 40417

Item# ⁰⁰⁷

Manufacturer Code: 42400

Manufacturer Five Digit Product Code: 08490

Item# ⁰⁰⁸

Manufacturer Code: 44234

Manufacturer Five Digit Product Code: 80277

EXHIBIT G

Manufacturers' Information

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



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

Manufacturer Five Digit Product Code: 67890 or 678900

Item# ⁰⁰⁹

Manufacturer Code: 44234

Manufacturer Five Digit Product Code: 80276

Item# ⁰¹⁰

Manufacturer Code: 16000

Manufacturer Five Digit Product Code: 23820

Item# ⁰¹⁰

Manufacturer Code: 16000

Manufacturer Five Digit Product Code: 26479

Item# ⁰¹¹

Manufacturer Code: 76941

Manufacturer Five Digit Product Code: 00299

Item# ^{N/A}

Manufacturer Code: _____

Manufacturer Five Digit Product Code: _____

Item# ^{N/A}

Manufacturer Code: _____

Manufacturer Five Digit Product Code: _____

Item# ^{N/A}

Manufacturer Code: _____

Manufacturer Five Digit Product Code: _____

EXHIBIT H
New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-003.

Line Item # 008

I. Product Identification:

Product Name: **FOOD EXPRESS BAKERY PRE-SLICED PLAIN BAGEL**

Product Brand: **FOOD EXPRESS**

Product UPC Code: **744234802770**

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: **DAKOTA BRANDS INTERNATIONAL**

Contact Name: **DICK EARLE , NATIONAL SALES MANAGER**

Address: **2121 13TH STREET NE** City: **JAMESTOWN** State: **ND** Zip Code: **58401**

Phone No. **800.844.5073** Fax: **701.251.1047** Email: **DEARLE@FAIRPOINT.NET**

III. General Information:

Shelf Life: **3 MNTHS** Approximate delivery in days after receipt of order: **3-5 BUSINESS DAYS**

Are quantities limited? Yes___ No **X** Describe: **N/A**

What percentage of this product is made in the USA? **100** %

Person Furnishing Information: **LYRA HALL, ACCOUNT MANAGER**

PRINT NAME AND TITLE

I certify that the above information is correct:


SIGNATURE

Date: **8/1/14** Phone Number: **904.296.2433** Email Address: **LHALL@UNIONSUPPLY.COM**

EXHIBIT H
New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-003.

Line Item # 009

I. Product Identification:

Product Name: **FOOD EXPRESS BAKERY PRE-SLICED CINNAMON RAISIN BAGEL**

Product Brand: **FOOD EXPRESS**

Product UPC Code: **744234802763**

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: **DAKOTA BRANDS INTERNATIONAL**

Contact Name: **DICK EARLE , NATIONAL SALES MANAGER**

Address: **2121 13TH STREET NE** City: **JAMESTOWN** State: **ND** Zip Code: **58401**

Phone No. **800.844.5073** Fax: **701.251.1047** Email: **DEARLE@FAIRPOINT.NET**

III. General Information:

Shelf Life: **3 MNTHS** Approximate delivery in days after receipt of order: **3-5 BUSINESS DAYS**

Are quantities limited? Yes ___ No **X** Describe: **N/A**

What percentage of this product is made in the USA? **100** %

Person Furnishing Information: **LYRA HALL, ACCOUNT MANAGER**

PRINT NAME AND TITLE

I certify that the above information is correct:


SIGNATURE

Date: **8/1/14** Phone Number: **904.296.2433** Email Address: **LHALL@UNIONSUPPLY.COM**

EXHIBIT H
New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-003.

Line Item # 010

I. Product Identification:

Product Name: **NATURE VALLEY OATS & HONEY GRANOLA BARS**

Product Brand: **NATURE VALLEY**

Product UPC Code: **016000238206**

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: **GENERAL MILLS**

Contact Name: **SALES SUPPORT**

Address: **P.O. BOX 9452** City: **MINNEAPOLIS** State: **MN** Zip Code: **55440**

Phone No. **800.248.7310** Fax: **763.764.8330** Email: **N/A**

III. General Information:

Shelf Life: **10 MNTHS** Approximate delivery in days after receipt of order: **3-5 BUSINESS DAYS**

Are quantities limited? Yes ☐ No ☒ Describe: _____

What percentage of this product is made in the USA? **100** %

Person Furnishing Information: **LYRA HALL, ACCOUNT MANAGER**

PRINT NAME AND TITLE

I certify that the above information is correct: _____


SIGNATURE

Date: **8/1/14** Phone Number: **904.296.2433** Email Address: **LHALL@UNIONSUPPLY.COM**

EXHIBIT H
New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-003.

Line Item # 010

I. Product Identification:

Product Name: **NATURE VALLEY PEANUT BUTTER GRANOLA BARS**

Product Brand: **NATURE VALLEY**

Product UPC Code: **016000264793**

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: **GENERAL MILLS**

Contact Name: **SALES SUPPORT**

Address: **P.O. BOX 9452** City: **MINNEAPOLIS** State: **MN** Zip Code: **55440**

Phone No. **800.248.7310** Fax: **763.764.8330** Email: **N/A**

III. General Information:

Shelf Life: **10 MNTH** Approximate delivery in days after receipt of order: **3-5 BUSINESS DAYS**

Are quantities limited? Yes ☐ No ☒ Describe: _____

What percentage of this product is made in the USA? **100** %

Person Furnishing Information: **LYRA HALL, ACCOUNT MANAGER**

PRINT NAME AND TITLE

I certify that the above information is correct:


SIGNATURE

Date: **8/1/14** Phone Number: **904.296.2433** Email Address: **LHALL@UNIONSUPPLY.COM**

EXHIBIT H
New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-003.

Line Item #011

I. Product Identification:

Product Name: **PAMPA CRUNCHY OATS & HONEY GRANOLA BARS**

Product Brand: **PAMPA**

Product UPC Code: **876941002997**

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: **TRANSNATIONAL FOODS**

Contact Name: **JOHN YOUNGKRANTZ, REGIONAL SALES MGR**

Address: **1110 BRICKELL AVE., SUITE 808** City: **MIAMI** State: **FL** Zip Code: **33131**

Phone No. **305.365.9652** Fax: **305.503.6780** Email: **JOHNY@TRANSNATIONALFOODS.COM**

III. General Information:

Shelf Life: **12 MNTHS** Approximate delivery in days after receipt of order: **3-5 BUSINESS DAYS**

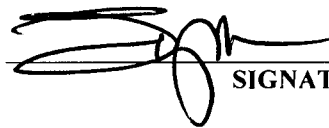
Are quantities limited? Yes ☐ No ☒ Describe: _____

What percentage of this product is made in the USA? **0** %

Person Furnishing Information: **LYRA HALL, ACCOUNT MANAGER**

PRINT NAME AND TITLE

I certify that the above information is correct:



SIGNATURE

Date: **8/1/14** Phone Number: **904.296.2433** Email Address: **LYHALL@UNIONSSUPPLY.COM**

[illegible]

Nutrient		Per Serving		Percent Daily Value	
Amount		Per Serving		Percent Daily Value	
Total Fat		2g		4%	
Saturated Fat		0g		0%	0%
Trans Fat		0g		0%	0%
Cholesterol		0g		0%	0%
Sodium		0g		0%	0%
Total Carbohydrate		0g		0%	0%
Dietary Fiber		0g		0%	0%
Protein		0g		0%	0%
Vitamin A		0%		0%	0%
Vitamin B1		0%		0%	0%
Vitamin B2		0%		0%	0%
Vitamin B3		0%		0%	0%
Vitamin B6		0%		0%	0%
Vitamin C		0%		0%	0%
Vitamin E		0%		0%	0%
Vitamin K		0%		0%	0%
Calcium		0%		0%	0%
Iron		0%		0%	0%
Zinc		0%		0%	0%
Copper		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%
Vanadium		0%		0%	0%
Nickel		0%		0%	0%
Cobalt		0%		0%	0%
Manganese		0%		0%	0%
Selenium		0%		0%	0%
Chromium		0%		0%	0%
Molybdenum		0%		0%	0%
Fluoride		0%		0%	0%
Iodine		0%		0%	0%
Phosphorus		0%		0%	0%
Magnesium		0%		0%	0%
Potassium		0%		0%	0%
Sulfur		0%		0%	0%
Silicon		0%		0%	0%



LINE 003 - MALT O MEAL FROSTED MINI SPOONERS



LINE 004 - MALT O MEAL FROSTED FLAKES



LINE 005 - MALT O MEAL GOLDEN PUFFS



LINE 007 - MALT O MEAL RAISIN BRAN



LINE 008 - FOOD EXPRESS PRE-SLICED PLAIN BAGEL



Nutrition Facts	
Serving Size 4 oz./113g (1 Bagel)	
Servings Per Container 1	
Amount Per Serving	
Calories 290	Calories from Fat 25
% Daily Value*	
Total Fat 2.5g	4%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 1.5g	
Monounsaturated Fat 0.5g	
Cholesterol 0mg	0%
Sodium 640mg	27%
Total Carbohydrate 58g	19%
Dietary Fiber 5g	20%
Sugars 4g	
Protein 11g	
Vitamin A 0%	Vitamin C 0%
Calcium 10%	Iron 20%
Thiamin 35%	Riboflavin 20%
Niacin 20%	Folate 30%
*Percent Daily Values are based on a diet of other people's secrets.	
Your daily values may be higher or lower depending on your calorie needs:	
Total Fat	Less than 65g
Saturated Fat	Less than 20g
Cholesterol	Less than 300mg
Sodium	Less than 2,400mg
Total Carbohydrate	Less than 300g
Dietary Fiber	Less than 5g
Calories per 100g	256
Fat 0	

LINE 009 - FOOD EXPRESS PRE-SLICED CINNAMON RAISIN BAGEL



Nutrition Facts	
Serving Size 4 oz./113g (1 Bagel)	
Servings Per Container 1	
Amount Per Serving	
Calories 300	Calories from Fat 25
% Daily Value*	
Total Fat 2.5g	4%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 1.5g	
Monounsaturated Fat 0.5g	
Cholesterol 0mg	0%
Sodium 600mg	24%
Total Carbohydrate 62g	21%
Dietary Fiber 5g	20%
Sugars 9g	
Protein 11g	
Vitamin A 0%	Vitamin C 0%
Calcium 10%	Iron 20%
Thiamin 35%	Riboflavin 20%
Niacin 20%	Folate 30%
*Percent Daily Values are based on a diet of other people's secrets.	
Your daily values may be higher or lower depending on your calorie needs:	
Total Fat	Less than 65g
Saturated Fat	Less than 20g
Cholesterol	Less than 300mg
Sodium	Less than 2,400mg
Total Carbohydrate	Less than 300g
Dietary Fiber	Less than 5g
Calories per 100g	265
Fat 0	

LINE 010 - NATURE VALLEY OAT & HONEY GRANOLA BAR



BETTER IF USED BY 11/13/2015 0018873

Nutrition Facts	
Serving Size 2 bars (42g)	
Servings Per Container 6	
Amount Per Serving	2 bars
Calories	190
Calories from Fat	60
Total Fat	6g 10%
Saturated Fat	0.5g 1%
Trans Fat	0g 0%
Cholesterol	0mg 0%
Sodium	180mg 7%
Total Carbohydrate	28g 8%
Dietary Fiber	2g 4%
Sugars	12g 24%
Protein	4g 8%

Ingredients: Whole Grain Oats, Sugar, Canola Oil, Yellow Corn Flour, Honey, Soy Flour, Brown Sugar Syrup, Salt, Soy Lecithin, Baking Soda, Natural Flavor. CONTAINS SOY; MAY CONTAIN PEANUT, ALMOND AND PECAN INGREDIENTS.

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Carbohydrate Choices: 2
3202646161

LINE 010 - NATURE VALLEY PEANUT BUTTER GRANOLA BAR

BETTER IF USED BY 11/13/2015 0018873

Nutrition Facts	
Serving Size 2 bars (42g)	
Servings Per Container 6	
Amount Per Serving	2 bars
Calories	190
Calories from Fat	60
Total Fat	7g 10%
Saturated Fat	1g 2%
Trans Fat	0g 0%
Cholesterol	0mg 0%
Sodium	180mg 7%
Total Carbohydrate	28g 8%
Dietary Fiber	2g 4%
Sugars	11g 22%
Protein	5g 10%

Ingredients: Whole Grain Oats, Sugar, Canola Oil, Peanut Butter (peanuts, salt), Yellow Corn Flour, Brown Sugar Syrup, Soy Flour, Salt, Soy Lecithin, Baking Soda. CONTAINS PEANUT, SOY; MAY CONTAIN ALMOND AND PECAN INGREDIENTS.

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[illegible]

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

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1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a contract for the purchase of *bread*s and breakfast foods for the Missouri Department of Corrections (hereinafter referred to as the "Department") for resale in the offender canteens at twenty-one (21) correctional institutions in accordance with the requirements and provisions stated herein.

1.1.2 Pursuant to paragraph 4.a. of the terms and conditions of this IFB, written questions, request for changes, clarifications or otherwise, advise the Department if any language, specifications or requirements of this IFB appear to be ambiguous, contradictory, and/or arbitrary are due no later than ten (10) calendar days prior to the official bid opening.

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a. Any questions, requests, advice by a bidder must be submitted in writing to the Buyer of Record and clearly marked IFB CR975, *Breads & Breakfast Foods*. It is preferred that communications be sent via e-mail to Diana.fredrick@doc.mo.gov.

1.1.3 **Organization** – This document, referred to as an Invitation for Bid (IFB), is divided in to the following parts:

Section 1. – Introduction and General Information
Section 2. – Contractual Requirements
Section 3. – Performance Requirements
Section 4. – Bidder's Instructions
Section 5. – Evaluation and Award

Exhibits A-H
Terms and Conditions
Attachment 1 & 2

1.2 General Information:

1.2.1 **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

1.2.2 **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 The estimated population for all correctional institutions is 31,500.

1.2.4 The estimated annual gross sales for the items listed on **EXHIBIT A, Pricing Page** are \$373,000.

- 1.2.5 **Funds** – Expenditures from general revenue funds are not included in this contract.
- 1.2.6 Some items under this IFB are currently under contract. This contract is being established to replace the existing contracts as they expire and to add new items.

Item Number	Contract Number	Contract Expiration Date
001-005, 008 & 009	CN387001	Upon Award of IFB CR975
010 & 011	CN387003	Upon Award of IFB CR975

1.3 Qualified Products List (QPL):

1.3.1 Definitions:

- a. **Qualified Products List** ((hereinafter referred to as QPL) – A listing of house brand products or families of house brand products that have successfully completed the formal qualification process (including all specified tests) that examines, tests, and verifies that a specific product meets all the applicable specification requirements.
- b. **Qualified Product:** A product that has been examined, tested, and listed in, or approved for inclusion in a QPL.
- c. **National Brand:** A manufacturer's brand that is available to the general public regionally or nationally and is not exclusive to one wholesaler or retailer but is available through multiple retail or vending outlets.
 - 1) Other states' department of corrections canteens and commissaries are **not** considered as the general public or as retail outlets and **do not** qualify a brand as a national brand.
- d. **House Brand:** A private brand owned by a wholesaler, supplier, dealer or merchant that bears its own company name or a name it owns exclusively and is generally not available or has limited availability in public retail or vending outlets; or any other brand that does not meet the definition of a national brand.

- 1.3.2 The intent of a QPL is to establish and standardize the requirements for evidence of a contractor's capability in advance of acquisition, reduce acquisition lead time, reduce test costs by minimizing redundant, long, and expensive tests, improve readiness through continuous availability of reliable products from viable suppliers, and establish a long-term relationship with the contractor to ensure continuous conformance to requirements and continuous products quality improvements.

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- a. QPL-2011-003 has been established for *some of* the items listed on **EXHIBIT A, Pricing Page** and the relevant portion for this solicitation is included in this IFB as **ATTACHMENT 2**; however, very few house brands have been qualified. **The Department desires to qualify more house brand products for line items 001-011 and house brand products for line item 012, and encourages the submission of samples for consideration and for evaluation as outlined in section 4.3.**
- 1.3.3 Inclusion of a product on a QPL does not relieve the contractor of its contractual obligation to deliver items meeting all specification requirements. It does not guarantee acceptability under a contract. It does not waive any requirements for inspections or for maintaining quality control measures that are satisfactory to the Department, nor does it relieve the original contractor of its contractual obligations to ensure that delivered items comply with all specification requirements.

- 1.3.4 It is the contractor's responsibility to notify the Department of **any** change in the qualified product(s) composition, labeling, ingredients, nutrition facts, size, or packaging, etc. Failure to notify the Department of any change may result in the product(s) being removed from the QPL and the contract.
- a. If there is any change as stated above, the contractor must submit new samples for testing, at no cost to the Department, accompanied by a letter stating the change(s) made to the product. Samples that are deemed unqualified will be removed from the QPL and the contract.
- 1.3.5 Once a contractor's products are qualified, the contractor must do the following to retain the qualification:
- a. Verify that the listed product is still available from the manufacturer, can be produced under the same conditions as originally qualified, and meets the requirements of the current issue specification. This verification must be done at the request of the Department.
- b. Periodically submit new test samples if requested by the Department.
- c. Agree to requalification testing if required by the Department.
- 1.3.6 Supplier/manufacturer samples may be submitted for testing to be included for future bidding opportunities. Testing for qualification will require the number of samples as indicated in paragraph 4.3.1 a. of each item submitted for consideration. Samples will be tested in the same manner as indicated paragraph 4.3.2. If the sample(s) is qualified, all requirements of paragraphs 1.3.3-1.3.5 will apply.
- a. All samples shall be at no cost to the Department and will not be returned.
- 1.3.7 Any product tested and not qualified for placement on the QPL will not be considered for future bidding opportunities unless changes have been made that may now render the product as qualified. A list of all products on the Non-Qualified Products list may be viewed at:
<http://doc.mo.gov/Documents/Contracts/QualifiedProduct/NQPL.pdf>.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be as stated on page one of the IFB. The contract shall not bind, nor purport to bind, the Department 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 four (4) 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.

2.2 Renewal Periods:

- 2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the price for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.
- a. As stated on **EXHIBIT A, Pricing Page**, all increases or decreases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price. If a price increase or decrease was allowed as outlined in section 2.5 of this IFB, the

increase/decrease will be added/subtracted after the calculation of the renewal price has been determined.

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

- b. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.
- c. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

2.3 Contract Price:

- 2.3.1 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 be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outlined in section 2.5 of this IFB.

2.4 Point of Contact:

- 2.4.1 The contractor must act as the responsible agent for all distributors shipping product to all institutions listed on **ATTACHMENT 1**, and be the single point of contact on all matters.

2.5 Economic Adjustment Clause:

- 2.5.1 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.
- 2.5.2 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 the contractor's 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.
- 2.5.3 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.

- 2.5.4 After receipt of the 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.
- 2.5.5 The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract, and re-bid the item(s) if determined to be in the best interest of the Department.
- 2.5.6 The contractor shall neither delay nor stop deliveries pending price changes.
- 2.5.7 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.
- 2.5.8 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.

2.6 Invoicing and Payment Terms:

- 2.6.1 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. Payment terms should be Net 30 unless otherwise stated in the IFB.
- 2.6.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.6.3 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

- 2.6.4 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 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.**
- 2.6.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page.**
- 2.6.6 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.
- 2.7 Contractor's Employees**
 - 2.7.1 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 shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
 - 2.7.2 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.
 - 2.7.3 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.
 - 2.7.4 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.
 - a. 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.
 - (1) 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.

- (2) 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.

2.7.5 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.

2.7.6 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.

2.8 Subcontractors:

2.8.1 Any subcontract for the items/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 Department and to ensure that the Department 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 Department and the contractor. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.9.1 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 participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

2.9.2 The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop 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 Department 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.

2.9.3 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 to fulfill the participation requirements committed to in the contractor's awarded bid.

- a. The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

- b. 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.

3. PERFORMANCE REQUIREMENTS

3.1 Specifications:

- 3.1.1 The items provided under the 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 and shall be returned to the contractor at the contractor's expense.

- 3.1.2 Breakfast cereals shall not contain fruits or nuts.

- 3.1.3 Specifications including size and packaging are listed on **EXHIBIT A, Pricing Page.**

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- 3.1.4 All items offered must be shelf stable and **must** not require refrigeration before or after opening.

- 3.1.5 All items must be fresh and of retail quality. Outdated or short dated products will not be accepted.

3.2 Item Labeling, Shelf Life, Size and Packaging Requirements:

- 3.2.1 **Labeling** – because all items are for resale, each item must be individually bar-coded.

- a. The label must bear the name of the item, nutrition facts, ingredients, net weight, the date of expiration/freshness date, and, if applicable, instructions for preparation.

- 1) The Department prefers expiration/freshness dating to be in month and year format; however, Julian date codes will be acceptable. If an item expresses a Julian date code, the supplier/manufacturer **must** provide the formula to decode the Julian date **along with the sample**. In addition, if the Julian date code is **not** an expiration/freshness date, the supplier/manufacturer **must provide with the sample** the manufacturer's recommended shelf life in order to determine the expiration/freshness date from the Julian date code.

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- 2) *The Department prefers all labels or packaging are not pre-priced; however, a suggested retail price will be acceptable if such price is less than twenty percent (20%) higher than any firm fixed price over \$1.00, or less than forty percent (40%) higher than any firm fixed price under \$1.00 as indicated on EXHIBIT A, Pricing Page.*

- b. There shall be no alteration of **national** brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Re-labeled items and items that indicate "not for individual resale" are not acceptable.

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- c. **Deleted.**

- d. Labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.

- e. Item labels must bear the Kosher or Halal symbol on all items that are indicated as Kosher and/or Halal certified on **EXHIBIT A, Pricing Page**.

- 3.2.2 **Shelf Life** - All perishable items must have a maximum shelf life upon delivery. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated below will be refused or returned at the contractor's expense.

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LINE ITEM #	SHELF LIFE
001-007	6 months
008 & 009	14 days
010 & 011	30 days
012	2 months

- 3.2.3 **Size** - Size shall be as specified or within the range listed on **EXHIBIT A, Pricing Page**. Items falling outside the requested size or size range will not be considered.
- 3.2.4 **Packaging** - All items shall be individually packaged for resale. Select items may be specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no bidder can meet the packaging requirements. Glass containers are not acceptable and will not be considered for award. There shall be no metal on any container.
- a. Food packages shall be in good condition and protect the integrity of the contents so that the food is not exposed to adulteration or potential contaminants. 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).

3.3 Kosher and Halal Items

- 3.3.1 The bidder should indicate on **EXHIBIT A, Pricing Page**, if the item bid qualifies as Kosher or Halal. This is for informational purposes only and will not be a criterion for evaluation and award.
- a. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority.
- b. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America.

- 3.3.2 Documentation certifying the items as Kosher or Halal must be submitted to the Department upon request.

3.4 Substitution of Product or Item Changes:

- 3.4.1 **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.
- 3.4.2 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. ***Substitution of Qualified Products*** - Substitution for any qualified product must either be from the current issue QPL-2011-003, or a ***national*** brand. If the contractor desires to offer a ***house*** brand product that has not been qualified for QPL-2011-003, or a ***national*** brand, in order for the product to be considered for substitution, the contractor must submit samples for testing, in accordance with paragraph 4.3.1 a. of the contract. Testing, as indicated in paragraph 4.3.2 of the contract, will be conducted on all samples for substitution submitted for consideration.
- b. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications will be met as indicated in paragraph 3.2.1 shall be provided upon request of the Department.
- c. Special run or mock-up items will not be accepted for substitution.

3.4.3 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.

3.4.4 ***Item Changes*** - The contractor must **immediately notify** the Department prior to the discontinuation of any item, change in packaging, size, ingredients, nutrition facts, 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 material change shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any material change.
- b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in paragraph 4.3.2 of the contract.

3.5 Replacement of Damaged/Defective Product:

3.5.1 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.

3.6 Delivery Performance:

3.6.1 All items awarded under this IFB must be available for delivery to all twenty-one (21) institutions listed on **ATTACHMENT 1**.

3.6.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. Initial orders and subsequent orders shall ship the same business day or next business day to the ordering institutions and must be delivered within **five (5) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

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

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

- a. Pursuant to paragraph 12.b. in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the facilities identified on **ATTACHMENT 1**.
- 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.os.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

3.6.5 ***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 3.6.5 a.

3.7 **Item Selection and Sales Performance:**

- 3.7.1 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.
- 3.7.2 Additional item choices shall not be added without the Department's approval. The Department approval may entail the sampling of the proposed item selection.
- 3.7.3 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.
 - a. Full cases of any cancelled or discontinued item(s) may be returned for full credit at no cost to the Department.

3.8 **Minimum Orders:**

- 3.8.1 There shall be no minimum order requirements for all line items other than the smallest unit of order (case).

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

- 4.1.1 Pursuant to paragraph 4.a. of the Terms and Conditions of this IFB, bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes except for the Buyer of Record. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

4.2 Brands:

- 4.2.1 The bidder may bid ***national brands*** or ***house brands***, as defined herein, that meet all of the required specifications.
- 4.2.2 Acceptable house brands for line items 001-004, 008 and 009 are listed below.

ITEM	QPL PRODUCTS
Sweetened Fruit Flavored Multi-Grain Cereal	Golden Valley Fruit Rolls
Sweetened Whole Grain Toasted Oat Cereal	Golden Valley Honey Nut Toasted Oats
Frosted Shredded Wheat	Golden Valley Frosted Shredded Wheat
Frosted Flakes of Corn	Golden Valley Frosted Flakes
Bagel - Plain	Golden Valley
Bagel - Cinnamon & Raisin	Golden Valley

4.3 Submission of Samples:

- 4.3.1 Samples of ***national*** brand products and samples of products that are **not on the QPL** must be as listed on **EXHIBIT A, Pricing Page** and meet the required specifications as stated herein for all line items.
- For all line items, bidders must submit **two (2)** samples of each ***house*** brand product, and one (1) sample of ***national*** brand products, for each item to be considered.
 - It is requested that bidders **do not** submit more than the required amount of samples. Samples should be sent in a separate package from the bid. **Samples must be received no later than five (5) calendar days after the bid opening. Do not include a copy of EXHIBIT A, Pricing Page with the samples.**
- 4.3.2 At a minimum, sample products will be evaluated for meeting the required specifications as outlined herein and may include taste testing 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.
- 4.3.3 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 sample products must be of the brand name and finished packaging that the bidder is bidding and meet the labeling requirements for resale as defined herein. Special run or mock-up samples will not be accepted.

4.3.4 All sample products offered must be fresh and of retail quality. Outdated or short dated sample products will not be accepted.

4.3.5 All sample products submitted should be **clearly labeled** with the bidder's company name, contact name, **EXHIBIT A, Pricing Page** item number and IFB number.

4.3.6 All sample products shall be at no cost to the Department. Sample products will not be returned.

4.4 **EXHIBIT A – Pricing Page:**

4.4.1 The bidder must submit a **firm fixed price** on the **EXHIBIT A, Pricing Page** for all line items bidding.

- a. All items bid must be available to **all** institutions listed on **Attachment 1** at the firm fixed price indicated on **EXHIBIT A, Pricing Page**.
- b. The prices quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.

4.4.2 The quantities listed on **EXHIBIT A, Pricing Page**, are an estimated cumulative total based on **individual item sales** using historical sales data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.

4.4.3 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.5 **Manufacturers' Information:**

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

4.6 **New Product Evaluation:**

4.6.1 **EXHIBIT H, New Product Evaluation Form**, shall be used to submit new products and products requiring re-evaluation to be considered for addition to the Department's pre-established Qualified Product List (QPL). A separate form must be completed for each new product, or product requiring re-evaluation. **EXHIBIT H** should be submitted with the bidder's bid response, and **must** be received prior to an award of a contract.

4.7 **Preferences:**

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

- a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.
- c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.
- d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.
- f. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details with the bid.

4.7.2 **Missouri Service-Disabled Veteran Business Enterprise Preference** – Pursuant to section 34.074 RSMo, and I CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprise 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.

- a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.7.3 **Organization for the Blind and Sheltered Workshop** – Pursuant to section 34.165 RSMo, and ICSR 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.

- a. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) 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.
 - 2) The services performed or the products provided by the 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.

- 3) 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:
- **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 form.
 - **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**, or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. 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>
- 1) **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**, shall be interpreted as a contractual requirement.

- 4.7.4 The Blind/Sheltered Workshop preference required under section 31.165 RSMo and 1 CSR 40 1.050 allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.8 Compliance with Terms and Conditions:

- 4.8.1 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 Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.9 Bid Detail Requirements and Deviations:

- 4.9.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

4.10 Submission of Bids:

- 4.10.1 **For each item bid, the bidder should include a copy/picture of the item label along with the bid that verifies all required labeling specifications will be met as indicated in paragraph 3.2.1.** If the label is not furnished with the bid, the label must be provided upon request. If requested, the label shall be furnished within five (5) business days after notification from the Department. Failure to provide this information may render the bid incapable of evaluation and non-responsive.
- 4.10.2 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.
- 4.10.3 Bids are due no later than the bid date and time as stated on the first page of this IFB.
- 4.10.4 **Vendor Information Data Form** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.
- #### **4.11 Employee Bidding/Conflict of Interest:**
- 4.11.1 Bidders who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT F, Miscellaneous Information**.

4.12 Local or Territorial Distributors:

- 4.12.1 The Department recognizes that some or all of the items listed on **EXHIBIT A, Pricing Page** may be sold through local or territorial distributorships. The bidder shall submit the distributor name, address and telephone number for each distributor that will be servicing each institution listed on **ATTACHMENT 1** along with the contact name and contact phone number of the person who will receive orders from the institution. This information should be submitted with the bidder's response, and must be submitted upon award of a contract.

5. EVALUATION AND AWARD

5.1 Evaluation:

- 5.1.1 The evaluation shall include the original contract period plus the renewal periods. The estimated quantities shall be taken into consideration to compute the total price for the original contract period and renewal periods.
- 5.1.2 The Department reserves the right to perform a taste test on all samples submitted for consideration of this IFB. Taste tests may be performed on all samples and, if taste tests are performed, only those items that meet specifications and pass taste testing by majority will be considered for award.
- 5.1.3 The cost evaluation shall be calculated as follows:

- a. For all line items *and for evaluation purposes only*, the individual item cost for each line item will be calculated by dividing the firm fixed case price for the item stated on **EXHIBIT A, Pricing Page** by the number of items per case. The cost per ounce for each line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce. The initial contract period cost will be calculated by multiplying the individual item cost per ounce by the multiplier listed for each line item below, then multiplied by the estimated quantity for the line item.

REVISED BY AMENDMENT #002

LINE ITEM #	MULTIPLIER
001	12.5
002	12
003 & 004	15
005 & 12	16
006 & 007	18
008 & 009	4
010	1
011	10

REVISED BY AMENDMENT #002

- b. For evaluation purposes only, an estimated quantity of five hundred (500) will be used for line items *006, 007 and 012*.
- REVISED BY AMENDMENT #002**
- c. A cost for each renewal period will be calculated in the same manner as indicated in paragraph 5.1.3 a. for each line item, and the estimated quantity indicated in paragraph 5.1.3 b. will be used for line items *006, 007 and 012*. The total cost of the initial contract and each renewal period will be added together to arrive at the total bid price for each line item.

- 5.1.4 **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:

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

- 5.1.5 **Determination of Cost Points** – Cost points shall be computed as follows:

$$\frac{\text{Lowest Responsive Total Evaluated Bid Price}}{\text{Compared Total Evaluated Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Points}$$

- a. NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

5.2 Award:

- 5.2.1 Award shall be made for each line item to the bidder whose item meets the required specifications and has the highest total cost points. Only one item will be awarded for each line item.
- 5.2.2 **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.

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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). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

STANDARDS:

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

- a. 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;
- b. 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.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. 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
- e. 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, the bidder must provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. 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),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

EXHIBIT C, continued on next page

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

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. 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.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of Missouri State Agency or Public University* to which the SDV's Documents were submitted:
 N/A

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were submitted: N/A

Previous Bid/Contract Number for Which the SDV's Documents were submitted: N/A
 (If known)

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 above pursuant to 1 CSR 40-1.050.

N/A
 Service-Disabled Veteran's Name
 (Please Print)

Service-Disabled Veteran's Signature

N/A

Phone Number

N/A

Date

N/A
 Service-Disabled Veteran Business Enterprise Name

N/A

N/A

N/A

Missouri Address of Service-Disabled Veteran
 Business Enterprise

N/A

Website Address

N/A

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV 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
1. N/A	Product/Service(s) proposed: N/A <hr/> IFB Paragraph References: N/A
2. N/A	Product/Service(s) proposed: N/A <hr/> IFB Paragraph References: N/A

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EXHIBIT E**DOCUMENTATION 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: N/A

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):

<u>N/A</u>	Organization for the Blind	<u>N/A</u>	Sheltered Workshop
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Name of Organization: N/A

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name:	<u>N/A</u>	Email:	<u>N/A</u>
Address:	<u>N/A</u>	Phone #:	<u>N/A</u>
City:	<u>N/A</u>	Fax #:	<u>N/A</u>
State/Zip:	<u>N/A</u>	Certification #	<u>N/A</u>

(or attach copy of certification)

Certification Expiration Date: N/A

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

N/A

N/A

N/A

N/A

Authorized Signature:

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

Date
(Dated no earlier than the
IFB issuance date)

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:		N/A
	In what office/agency are they employed?	N/A
	Employment Title:	N/A
Percentage of ownership interest in bidder's organization:		N/A %

Extremely Urgent

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2729 PLAZA DRIVE
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P:IN S: NORTH
UUUU - 1035
12184218019119 2436
1030
1030

LYRA HALL
9046721706
UNION SUPPLY
13903 ALVAREZ RD
JACKSONVILLE FL 322189431

0.5 LBS LTR 1 OF 1

SHIP TO:

DIANA M. FREDRICK, CPPB
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2729 PLAZA DRIVE
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JEFFERSON CITY MO 65109-1146



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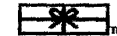
1



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**IFB CR975 - BREADS and BREAKFAST
BID OPENING: TUESDAY, AUGUST 5TH, 2014
2:15 PM (CST)**

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