



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

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
August 7, 2018	Attn: Joe Bauer, Account Manager Keefe Group LLC, d/b/a Keefe Supply Company 10880 Linpage PI St. Louis, MO 63132	Amendment 1 ER234R8136A	Shoe Care Products for Resale in Offender Canteens Various Locations

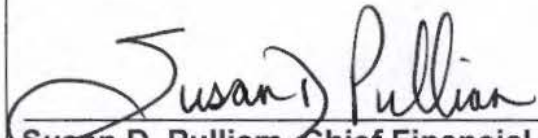
**CONTRACT ER234R8136A IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 9.d. of the terms and conditions on page 35, effective immediately, award of contract ER234R8136A is hereby rescinded as it was discovered that the bidder did not comply with the mandatory specification for line item 5.

**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

8-9-18

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](mailto:diana.fredrick@doc.mo.gov)

# IFB931CR18136

Shoe Care Products  
For Resale in Offender Canteens

FOR  
Department of Corrections

Various Locations

Contract Period:  
August 15, 2018 through August 14, 2019

Date of Issue: June 28, 2018  
Page 1 of 41

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

**2:00 p.m., Thursday, July 19, 2018**

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The vendor 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: Keeffe Group dba Keeffe Supply Co.  
Mailing Address: 10880 Linpage Pl.  
City, State, Zip: St. Louis, MO 63132  
Telephone: 314-264-2967 Fax: 314-264-2901  
MissouriBUYS SYSTEM ID# 102958  
Email: jbauer@keeffegroup.com

Authorized Signer's Printed Name and Title: Joe Bauer - Account Manager  
Authorized Signature: [Signature] Bid Date: 7-19-18

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows:

[Signature] Contract No. 7-2718  
Susan D. Pulliam, Chief Financial Officer, Division of Human Services Date

LINE ITEM 005  
ER234R8136A

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

# Instructions for Submitting a Solicitation Response

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

Vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuy.com/sites/missouribuy.com/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuy.com/sites/missouribuy.com/files/How_To_Respond_To_A_Solicitation.pdf) (This document is also on the Bid Board referenced above.).

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

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

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuy.com/sites/missouribuy.com/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuy.com/sites/missouribuy.com/files/How_To_Respond_To_A_Solicitation.pdf).

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

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

**Johns**  
A Family Company  
Une Entreprise Familiale



**SCUFF COVER** TM/MC

866258



**BLACK NOIR**  
**INSTANT SHINE LUSTRE INSTANTANÉ**  
**73 mL (2.4 US FL. OZ.)**

**SCUFF COVER™**  
Instant Shine. Directions: Shake well with dome cap on. Apply to shoe, spread evenly. Allow liquid flows on. After use: Rinse applicator with tap water. Replace cap.

**KIWI® SCUFF COVER™** est une cure instantané. Mode d'emploi : Bien agiter avant d'enlever le capuchon. Enlever la poussière de la surface. Presser le produit sur la chaussure et faire couler le liquide uniformément sur la surface qu'il découle. Appliquer le produit. Rincer l'applicateur à l'eau du robinet et remettre le capuchon.

Questions ? Commentaires ? ou commentaires ?

US: Call 800-558-5566 or write Helen Johnson

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CA: Call 1-800-558-5566. Write/écrire à Helen Johnson.

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A family company since 1886.

Une entreprise familiale depuis 1886.



868259

www.kiwicare.com

**3M Johnson**  
A Family Company  
Une Entreprise Familiale



SIENSI DEPUIS 1906

# Whitener Blanchissant



White/Blanc

18 mL (4.0 US FL OZ)

restores whiteness to all leather, sport and active wear. Not suitable for suede or nubuck.

Directions: Clean and dry shoes. Shake bottle well. Cap on. Invert bottle; gently press applicator against shoe to release polish. Spread evenly on surface of shoe. To keep applicator soft, rinse with water and blot after use.

**KEEP OUT OF REACH OF CHILDREN.**

Restore la couleur de toutes les chaussures de sport et le nubuck. Ne pas utiliser sur le cuir. Direction d'emploi: Les chaussures doivent être propres et sèches. Bien agiter le produit. Renverser la bouteille et appuyer doucement sur la surface de la chaussure afin de libérer le produit. Appliquer uniformément sur la surface de la chaussure. Rincer l'applicateur doucement à l'eau après chaque usage et le sécher.  
**DETERGER HORS DE LA PORTÉE DES ENFANTS**

A family company since 1886.  
Une entreprise familiale depuis 1886.

Questions? Comments?  
Commentaires?

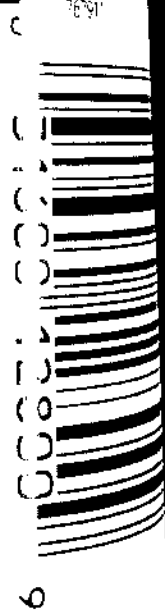
Call 800-558-5252  
Call Helen Johnson.

S.C. Johnson & Son, Inc.  
WI 53403-2236 USA.

Call 1-800-558-5566.  
Ecrire à Helen Johnson.

S.C. Johnson & Son Inc. is licensed and imported by S.C. Johnson & Son, Limited, S.C. Johnson et Fils, Limitée, S.C. JOHNSON, Canada N3T 5R6  
www.scjohnson.com

Joh



## Fredrick, Diana

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**From:** Bauer, Joseph <jbauer@keefegroup.com>  
**Sent:** Monday, July 23, 2018 10:02 AM  
**To:** Fredrick, Diana  
**Subject:** RE: IFB931CR18136 - Shoe Care Products

Yes, it is. Sorry.

**From:** Fredrick, Diana [mailto:Diana.Fredrick@doc.mo.gov]  
**Sent:** Monday, July 23, 2018 9:56 AM  
**To:** Bauer, Joseph <jbauer@keefegroup.com>  
**Subject:** RE: IFB931CR18136 - Shoe Care Products

Thank you Joe. The picture of the black polish shows it is 2.4 ounces and not 2.5 ounces as indicated in the bid. Is the picture of the black polish what you have bid?

*Diana Fredrick, CPPB*  
Procurement Officer II  
Missouri Department of Corrections, Central Office  
Fiscal Management Unit, Purchasing  
Phone: 573-526-0591  
Fax - 573-522-1562  
My office hours are from 8:30 AM to 1:00 PM and 1:30 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

**From:** Bauer, Joseph <jbauer@keefegroup.com>  
**Sent:** Monday, July 23, 2018 9:35 AM  
**To:** Fredrick, Diana <Diana.Fredrick@doc.mo.gov>  
**Subject:** RE: IFB931CR18136 - Shoe Care Products

Hi Diana,

Please see attached photos. Thank you!

Joe

**From:** Fredrick, Diana [mailto:Diana.Fredrick@doc.mo.gov]  
**Sent:** Friday, July 20, 2018 3:24 PM  
**To:** Bauer, Joseph <jbauer@keefegroup.com>  
**Subject:** IFB931CR18136 - Shoe Care Products  
**Importance:** High

Joe,

Thank you for your bid submission under the above subject IFB. Pursuant to paragraph 4.1.3 of the IFB, please send me a picture of the item label for line items 4 and 5. If you prefer to send a sample of each, that is fine as well. Please send either/or to me within 5 business days so I may continue with the evaluation of your bid.



Thank you!

*Diana Fredrick, CPPB*

Procurement Officer II

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:00 PM and 1:30 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

## Fredrick, Diana

---

**From:** Fredrick, Diana  
**Sent:** Friday, July 20, 2018 3:24 PM  
**To:** 'Joseph Bauer'  
**Subject:** IFB931CR18136 - Shoe Care Products

**Importance:** High

Joe,

Thank you for your bid submission under the above subject IFB. Pursuant to paragraph 4.1.3 of the IFB, please send me a picture of the item label for line items 4 and 5. If you prefer to send a sample of each, that is fine as well. Please send either/or to me within 5 business days so I may continue with the evaluation of your bid.

Thank you!

*Diana Fredrick, CPPB*

Procurement Officer II

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

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My office hours are from 8:30 AM to 1:00 PM and 1:30 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

**EXHIBIT A**  
Pricing Page

The vendor must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to all institutions listed on **Attachment 1** for each line item it is bidding. If bidding multiple brands for any line item, it is requested vendors make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "**Alternate Bid #1, Alternate Bid #2**", etc. Prices quoted shall be considered firm and fixed throughout the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	FIRM, FIXED UNIT PRICE
1	<b>UNSPSC Code: 53112000</b> <i>Shoe Accessories</i>  <b>Shoe Insoles</b> Odor and Moisture Absorbing One Size Fits All Trim to Fit Shoe Size Individually Packaged in Pairs	31 cases <i>(based on 144 items per case)</i>	Firm Fixed Case Price: \$ <u>15.48</u> Case Count: <u>12</u> (Pairs per Case)  Brand Bid: <u>Guard Industries</u>  Vendor Item #: <u>20638</u>
2	<b>UNSPSC Code: 53112002</b> <i>Shoe Laces</i>  <b>Shoe Laces, Black</b> 54" Flat or Tubular Individually Packaged in Pairs	481 cases <i>(based on 3 items per case)</i>	Firm Fixed Case Price: \$ <u>2.94</u> Case Count: <u>3</u> (Pairs per Case)  Brand Bid: <u>Kiwi</u>  Vendor Item #: <u>80003383</u>
3	<b>UNSPSC Code: 53112002</b> <i>Shoe Laces</i>  <b>Shoe Laces, White</b> 54" Flat or Tubular Individually Packaged in Pairs	473 cases <i>(based on 3 items per case)</i>	Firm Fixed Case Price: \$ <u>2.94</u> Case Count: <u>3</u> (Pairs per Case)  Brand Bid: <u>Kiwi</u>  Vendor Item #: <u>80003382</u>
4	<b>UNSPSC Code: 47131809</b> <i>Shoe Cleaning or Polishing Products</i>  <b>Liquid Shoe Polish, Black</b> 2-3 ounce Plastic Bottle with Applicator	17 cases <i>(based on 12 items per case)</i>	Firm Fixed Case Price: \$ <u>17.10</u> Case Count: <u>6</u> (Bottles per Case)  Ounces per Bottle: <u>2.5</u>  Brand Bid: <u>Kiwi</u>  Vendor Item #: <u>20446</u>

EXHIBIT A. Pricing Page (Continued)

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED ANNUAL QUANTITY	FIRM, FIXED UNIT PRICE
5	UNSPSC Code: 47131809 <i>Shoe Cleaning or Polishing Products</i>  Liquid Shoe Polish, White 2-3 ounce Plastic Bottle with Applicator	12 cases <i>(based on 12 items per case)</i>	Firm Fixed Case Price: \$ <u>41.40</u> Case Count: <u>12</u> <i>(Bottles per Case)</i> Ounces per Bottle: <u>4oz.</u> Brand Bid: <u>Kiw.</u> Vendor Item #: <u>8000 1526</u>

**RENEWAL OPTION:** The vendor must indicate below the maximum allowable percentage of price increase applicable to the renewal option periods. 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 shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

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

LINE ITEM	MANDATORY SPECIFICATIONS	QUANTITY	UNIT	FIRM, FIXED PERCENTAGE
6	UNSPSC Code: 53112000 <i>Shoe Accessories</i>  1 <sup>st</sup> Renewal Period Percentage Increase	1	Each	_____ %
7	UNSPSC Code: 53112000 <i>Shoe Accessories</i>  2 <sup>nd</sup> Renewal Period Percentage Increase	1	Each	_____ %

**Vendor's Acceptance of the Canteen Purchasing Card (Visa):**

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

Agreement     ✓     Disagreement \_\_\_\_\_

**EXHIBIT A. Pricing Page (Continued)**

**Terms:**

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

\_\_\_\_\_% if paid within \_\_\_\_\_ days of receipt of invoice

**Web Site:**

The vendor should state web site address if online invoicing is available: \_\_\_\_\_

**THIS SPACE INTENTIONALLY LEFT BLANK**

**END OF EXHIBIT A**

**EXHIBIT B****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 vendor meets the standards of a qualified SDVE as stated above, the vendor 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 B, continued on next page**

**EXHIBIT D**

**Documentation of Intent to Participate**

If the vendor 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 vendor 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 vendor's bid.

*- Copy This Form for Each Organization Proposed -*

Vendor Name: \_\_\_\_\_

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

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

Indicate appropriate business classification(s):

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

Name of Organization: \_\_\_\_\_  
( Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
City: \_\_\_\_\_ Fax #: \_\_\_\_\_  
State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_  
(or attach copy of certification)

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

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

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

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

**Authorized Signature:**

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

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

**END OF EXHIBIT D**

**EXHIBIT E**

**Miscellaneous Information**

**Employee/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**Registration of Business Name (if applicable) with the Missouri Secretary of State:** The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p>X001236417</p> <p><i>Charter Number (if applicable)</i></p>	<p>Keete Group dba Keete Supply Co.</p> <p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

**THIS SPACE INTENTIONALLY LEFT BLANK**

**END OF EXHIBIT E**



**EXHIBIT F**

**Manufacturers' Information**

The vendor **must** state the manufacturer code and manufacturer product code (10 or 12 digits) for **each brand bid**. It is requested vendors 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 5 Digit Product Code: 67890 or 678900

Item# 001

Manufacturer Code: TSD

Manufacturer 5 Digit Product Code: TSD

Item# 002

Manufacturer Code: 31600

Manufacturer 5 Digit Product Code: 66616

Item# 003

Manufacturer Code: 31600

Manufacturer 5 Digit Product Code: 66639

Item# 004

Manufacturer Code: 31600

Manufacturer 5 Digit Product Code: 116612

Item# 005

Manufacturer Code: 31600

Manufacturer 5 Digit Product Code: 128066

Item#

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

Manufacturer 5 Digit Product Code: \_\_\_\_\_

**END OF EXHIBIT F**

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

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

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

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

**END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE**

**TABLE OF CONTENTS**

This document, referred to as an Invitation for Bid (IFB), is divided as follows:

- Section 1: Introduction and General Information
- Section 2: Performance Requirements
- Section 3: General Contractual Requirements
- Section 4: Bid Submission, Evaluation, and Award Information
- EXHIBIT A – Pricing Page
- EXHIBIT B – Missouri Service-Disabled Veteran Business Enterprise Preference
- EXHIBIT C - Participation Commitment
- EXHIBIT D - Documentation of Intent to Participate
- EXHIBIT E - Miscellaneous Information
- EXHIBIT F - Manufacturers' Information
- Terms and Conditions
- Attachment 1 - Department of Corrections' Delivery Locations

**\*\*\*\*\*END OF TABLE OF CONTENTS\*\*\*\*\***

## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive bids from prospective vendors for the Missouri Department of Corrections (hereinafter referred to as "Department") to establish a contract for the purchase and delivery of shoe care products (hereinafter referred to as "items") for resale in twenty-two (22) correctional institutions on an as needed basis in accordance with the requirements and provisions stated herein.

### 1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.
- 1.2.2 Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
- 1.2.3 All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at [Diana.fredrick@doc.mo.gov](mailto:Diana.fredrick@doc.mo.gov).
- 1.2.4 The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB addendum as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB.

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

### 1.3 Background Information:

- 1.3.1 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 sold in the canteens.

- 1.3.2 The estimated population for all correctional institutions is 31,842.
- 1.3.3 The estimated annual gross sales for the items listed on **EXHIBIT A, Pricing Page** is \$7,000.00.
- 1.3.4 Line items 1-5 listed on **EXHIBIT A, Pricing Page** are currently under contract. This contract is being established to replace existing contracts when they expire.

**1.4 General Information:**

- 1.4.1 Terms and Conditions - It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
  - Submission of Bids
  - Preparation of Bids
  - Evaluation and Award
- 1.4.2 Funds – Expenditures from general revenue funds are not included in this contract.

**END OF PART 1: INTRODUCTION AND GENERAL INFORMATION**

## 2. PERFORMANCE REQUIREMENTS

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

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide shoe care products for resale on an as needed basis as ordered by the Department. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the items and to the sole satisfaction of the Department. Items not conforming to the requirements stated herein, including approved substitutions shall not be accepted.
- 2.1.2 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all items and services provided.

### 2.2 Item Specifications:

- 2.2.1 Each item bid must meet or exceed all of the minimum required specifications as indicated on **EXHIBIT A, Pricing Page**.
- 2.2.2 Specifications including size and color are listed on **EXHIBIT A, Pricing Page**.
- 2.2.3 The item(s) offered must be of retail quality.

### 2.3 Item Labeling, Size, and Packaging Requirements:

- 2.3.1 Labeling – All line items must be labeled for individual resale and each individual item must bear an identifying barcode.
  - a. There shall be no alteration of national brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Re-labeled items and items that indicate "not for individual resale" are not acceptable.
  - b. Labels or packaging shall not be pre-priced.
  - c. Labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.
- 2.3.2 Size – Size shall be as specified on **EXHIBIT A, Pricing Page**. Items falling outside the requested size will not be considered.
- 2.3.3 Packaging – Each item awarded shall be individually packaged for resale. Glass containers are not acceptable and will not be considered for award. There shall be no metal on any packaging or container.
  - a. Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied as required to protect and to restrict movement of the item(s).

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

- 2.4.1 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.
- 2.4.2 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. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications indicated in paragraph 2.3.1 will be met shall be provided upon request of the Department.
  - b. Special run or mock-up items will not be accepted for substitution.
- 2.4.3 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.
- 2.4.4 Item Changes - The contractor must **immediately notify** the Department prior to the discontinuation of an awarded item, change in packaging, size or labeling (i.e. **UPC**) of an awarded item. Whenever possible, the contractor must accept orders for any item that is 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 section 4.2 of the IFB.

**2.5 Minimum Orders:**

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

**2.6 Delivery Requirements:**

- 2.6.1 The item(s) awarded under this IFB must be available for delivery to all twenty-two (22) institutions listed on **Attachment 1**.
- 2.6.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. Initial orders must be delivered within **fifteen (15) calendar days** upon receipt of an authorized purchase order or Canteen purchasing card transaction notice. Subsequent orders must be delivered within **ten (10) calendar days** upon receipt of an authorized purchase order or Canteen purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the firm fixed price as indicated on **EXHIBIT A, Pricing Page**.
- a. Delivery Addresses: See **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 website at: <https://www.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.



- 2.6.3 Delivery shall include unloading shipments at the Department dock or other designated unloading sites as requested by the Department. All orders must be shipped FOB Destination, Freight Prepaid and Allowed.
- 2.6.4 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**.
- 2.6.5 Delays in the Delivery Performance:
- a. If at any time the contractor should encounter conditions impeding delivery of the awarded item(s), the contractor shall immediately notify the Department in writing of the fact of delay, its likely duration, and its cause(s). As soon as practicable after receipt of the contractor's notice, the Department, at its sole discretion, shall evaluate the situation and may extend the contractor's time for delivery.
- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources, unless an extension of time is agreed upon pursuant to 2.6.5 a.
- 2.7 Item Selection and Sales Performance:**
- 2.7.1 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.
- 2.7.2 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.
- 2.8 Invoicing and Payment Requirements:**
- 2.8.1 The contractor shall accurately invoice per the firm fixed price indicated on **EXHIBIT A, Pricing Page**, for each line item awarded and shall issue one invoice per order.
- 2.8.2 If the Department issues a purchase order, an itemized invoice shall be emailed to [DOC.CanteenPayables@doc.mo.gov](mailto:DOC.CanteenPayables@doc.mo.gov) or mailed to:
- Attn: Accounts Payable  
Offender Financial Services  
Missouri Department of Corrections  
P.O. Box 1609  
Jefferson City MO 65102
- 2.8.3 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.
- 2.8.4 If the Canteen Purchasing Card is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The Canteen Purchasing Card shall not be charged until all goods have been received and accepted.
- 2.8.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.8.6 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 website 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.
- 2.8.7 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.8.8 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to apply properly state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.8.9 The Department may choose to use the Canteen 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 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. **The Canteen purchasing card shall not be charged until items are delivered, inspected, and accepted.**
- 2.8.10 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.8.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## END OF SECTION 2: PERFORMANCE REQUIREMENTS

### 3. GENERAL CONTRACTUAL REQUIREMENTS:

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

#### 3.1 Contractual Requirements:

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

- a. A Notice of Award issued by the Department does not constitute an authorization for shipment of supplies or a directive to proceed with services. Before providing supplies for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. 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 two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

3.1.3 Renewal Period - 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 quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.

- a. If a renewal percentage is not provided, then the price during the renewal period shall be the same as during the original contract period.
- b. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.
- c. As stated on **EXHIBIT A, Pricing Page**, any increase shall be calculated against the original contract price. If a price increase was allowed as outlined in section 3.2 of this IFB, the increase will be added after the calculation of the renewal price has been determined.

**EXAMPLE:** Original Contract Price = \$1.00, Maximum Increase = 2%, Economic Adjustment = 5%

Renewal Period Increase -  $\$1.00 \times 2\% = \$1.02$

Economic Adjustment -  $\$1.00 \times 5\% = \$1.05$

Renewal Period Price = \$1.07 (\$1.02 + \$0.05)

- 3.1.4 Contract Price – The price(s) shall be as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Price(s) shall include all packing, handling, shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.
- 3.1.5 Order Quantities – The Department makes no guarantees of single order quantities or total aggregate order quantities. The quantities listed on **EXHIBIT A, Pricing Page** are an estimated cumulative total based on the items' sales using historical data of the same or similar product.
- 3.1.6 Contract Audits - The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed upon in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the Department.
- 3.1.7 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty-(30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.8 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Department, including its divisions, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the Department, including its divisions, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its divisions, employees, and assignees.
- 3.1.9 Insurance - The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 3.1.10 Contractor's Employees - 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 may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.

- a. 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.
  - b. 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.
  - c. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
    - 1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
      - (a) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
      - (b) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
  - d. 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.
  - e. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 3.1.11 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the 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.
- a. 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.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- 3.1.12 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation level committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshop participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
  - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation level committed to in the contractor's awarded proposal. 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 Department procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
    - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
    - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitutes a good faith effort to secure the required participation, and whether the contract will be amended to change the contractor's participation commitment.
  - d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://www.oa.mo.gov/purchasing/vendor-information> or another affidavit providing the same information.
- 3.1.13 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Department, its divisions, officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department's Purchasing Section throughout the effective period of the contract.
- 3.1.15 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.

- 3.1.16 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver items in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract must be invoiced at the contract price.
- 3.1.17 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the Department. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.18 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- 3.1.19 Liability - The contractor shall agree that the Department shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 3.1.20 Hazardous Materials Data Sheet and Labeling – The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA), requires that all hazardous chemicals and other appropriate commodities purchased by the Department must include a material safety data sheet, and warning labels affixed to the cartons the commodities are delivered in. Therefore, the contractor must comply by providing this information for all commodities that contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

### 3.2 Economic Adjustment Clause:

- 3.2.1 In the event that the contractor's cost for the items covered in this IFB and resulting contract should increase 5% or more during the period of time in which the contract is in effect, the contractor may, upon submission of written proof of such increase and approval by the Department, be entitled to an adjustment in price accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department. All prices shall remain firm for the first six (6) months of this contract.
- 3.2.2 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.
- 3.2.3 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.

- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 The contractor shall neither delay nor stop deliveries pending price changes.
- 3.2.7 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.
- 3.2.8 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.

### END OF SECTION 3: GENERAL CONTRACTUAL REQUIREMENTS



#### 4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

*This section of the IFB includes instructions on bid submission, sample submission, information on how the bid will be evaluated, and award information. Response to this section by the vendor, as applicable to the vendor, is requested in the EXHIBIT section of this IFB.*

##### 4.1 Submission of Bids:

- 4.1.1 On-line Bid – **All vendors must be registered vendors in order to respond to the IFB electronically.** If a vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The vendor is instructed to review the IFB submission provisions carefully to ensure it is providing all required pricing, including applicable renewal pricing. Instructions on how a vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein may be saved into a word processing document, completed by a vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - a. In addition, a vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time on page 1.
  - b. If a vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the Department shall consider the response that serves its best interest.
- 4.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail, or a courier service, or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies concerning the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.3 **For each item and brand bid, the vendor should include a copy/picture of the item label along with the bid that verifies all required labeling specifications are met as indicated in paragraph 2.3.1.** If the label is not furnished with the bid, the label should be provided upon request by the Department. If requested, the label should 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.
- 4.1.4 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. In preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.

- 4.1.5 Submission of Information – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The vendor's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.6 Contact – Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid end date.
- 4.1.7 Compliance with Terms and Conditions – The vendor 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 that conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor'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 vendor's bid non-responsive and remove it from consideration for award.
- 4.1.8 Preprinted Marketing Materials – The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses that have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.
- 4.1.9 Bid Detail Requirements and Deviations – It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.

#### **4.2 Submission of Samples:**

- 4.2.1 If requested, the vendor shall be required to submit one (1) sample of each brand bid for bid evaluation. If requested, the vendor should provide the sample(s) within five (5) business days of notification by the Buyer of Record. A vendor failing to submit a sample(s) within five (5) business days after notification may not be considered for award. All samples shall be provided at no cost to the Department.
- 4.2.2 Samples must be submitted to the following address, and the vendor should identify each sample with its company name, bid number, and item name.

Attn: Diana Fredrick, CPPB  
Missouri Department of Corrections  
FMU/Purchasing Section  
2729 Plaza Drive  
Jefferson City, MO 65109

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

- 4.2.4 The sample(s) will be evaluated for meeting the required specifications of the IFB, and determine its overall acceptability. Other considerations may include packaging and the condition of the packaging materials containing the sample(s). If sample testing indicates the product does not meet the required specifications, or is found otherwise unacceptable, award shall not be made to that vendor.
- 4.2.5 The sample of any awarded item will not be returned. Non-awarded samples not destroyed in testing shall be returned to the vendor at the vendor's request and expense. Vendors should submit their request to the Buyer of Record stated on the first page of this IFB within ten (10) days after the official bid opening. The request should include the bid name and number and the item(s) to be returned. A call tag must accompany the request. Non-awarded samples not returned or destroyed are donated to charity.
- 4.2.6 The sample submitted **must be the exact item bid** and it must conform to the mandatory IFB specifications. If awarded a contract, the vendor hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.
- 4.2.7 All sample products submitted must be of retail quality.

### 4.3 Organizations for the Blind and Sheltered Workshop Preference:

- 4.3.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors 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 bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The vendor must be either 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 vendor'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 vendor 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 vendor must provide the following information with the bid:
    - Participation Commitment - The vendor must complete **EXHIBIT C, 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 vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate - The vendor must either provide a properly completed **EXHIBIT D, 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 vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete **EXHIBIT D, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

- 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>

- d. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT C, Participation Commitment**, shall be interpreted as a contractual requirement.

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

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

#### **4.5 Manufacturer's Information:**

- 4.5.1 The vendor should complete **EXHIBIT F, Manufacturer's Information**, for all brands bid. This information is necessary for each item bid to be entered into the Department's POS system if awarded. **EXHIBIT F** should be submitted with the vendor's bid response, and must be received prior to award of a contract.

#### **4.6 Evaluation of Cost:**

- 4.6.1 The cost 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.

- 4.6.2 For evaluation purposes only, the cost evaluation shall be calculated as follows:

- a. For line item 1, the estimated initial contract period cost for the line item will be calculated by dividing the firm fixed case price by the number of items per case to arrive at the individual item cost. The estimated cost per case will be calculated by multiplying the cost per item by a multiplier of 144. The estimated contract cost for the line item will be calculated by multiplying the estimated cost per case by the estimated quantity for that item.

- b. For line items 2 and 3, the estimated initial contract period cost for each line item will be calculated by dividing the firm fixed case price by the number of items per case to arrive at the individual item cost. The estimated cost per case will be calculated by multiplying the cost per item by a multiplier of 3. The estimated contract cost for the line item will be calculated by multiplying the estimated cost per case by the estimated quantity for that item.
- c. For line items 004 and 005, the estimated initial contract period cost for each line item will be calculated by dividing the firm fixed case price by the number of items per case to arrive at the individual item cost. The cost per ounce will be calculated by dividing the individual item cost by the number of ounces per item. The cost per ounce will be multiplied by a multiplier of 3, and then multiplied by the items per case to arrive at an estimated cost per case based on the individual item per ounce cost. The estimated contract cost for the line item will be calculated by multiplying the estimated cost per case by the estimated quantity for that line item.
- d. The cost for each renewal period will be calculated in the same manner as indicated in paragraph 4.6.2 a. and 4.6.2 b. The total cost of the initial contract and each renewal period will be added together to arrive at the total bid price.
- e. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

4.6.3 Cost evaluation points shall be determined from the result of the calculations stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Bid Price}}{\text{Compared Vendor's Bid Price}} \times \frac{\text{Maximum Cost}}{\text{Evaluation Points (100)}} = \text{Assigned Cost Points}$$

**NOTE:** Any prompt payment discount term indicated on **EXHIBIT A, Pricing Page** will not be used in any cost calculation.

4.6.4 Determination of Lowest Priced Bid Including Consideration of Preferences – After completing the cost evaluation and determining preference bonus points, the vendor with the most points is considered the lowest bid. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Assigned Cost Points} + \text{Earned Preference Points} = \text{Total Points}$$

**4.7 Determination for Award:**

4.7.1 Award shall be made to the lowest priced responsive vendor(s) whose item(s) meets specifications and has the highest total points. Other factors that affect the determination of the lowest price responsive vendor include consideration of the preferences explained in paragraphs 4.3 and 4.4.

4.7.2 Other Considerations: The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any vendor's offer.

**4.8 Other Bid Submission Requirements:**

- 4.8.1 Vendors 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 vendor or any owner of the vendor's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete the first section of **EXHIBIT E, Miscellaneous Information**.
- 4.8.2 Registration of Business Name – The vendor should complete the second section of **EXHIBIT E, Miscellaneous Information** as it applies to the vendor's business, and submit the exhibit with its bid.
- 4.8.3 Business Compliance - **The vendor must be in compliance** with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) or by submitting an on-line bid that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**END OF SECTION 4: BID SUBMISSION, EVALUATION AND AWARD INFORMATION**

**EXHIBIT B (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:

\_\_\_\_\_

(\*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: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were submitted:

(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.

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing (OA/DP) website (<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>) 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/DP will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

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

\_\_\_\_\_  
Date

**END OF EXHIBIT B**

**EXHIBIT C**

**Participation Commitment**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the vendor 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.	Product/Service(s) proposed: _____ _____ IFB Paragraph References: _____
2.	Product/Service(s) proposed: _____ _____ IFB Paragraph References: _____

**THIS SPACE INTENTIONALLY LEFT BLANK**

**END OF EXHIBIT C**



- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. CONTRACT ADMINISTRATION**

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

### **4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the vendor to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address himself or herself on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

### **5. PREPARATION OF BIDS**

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand that meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid that contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB that is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the IFB, and be priced as required. Vendors are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the vendor to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid that has been delivered to the Department may be modified by a signed, written notice that has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid that has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile that has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

## **7. BID OPENING**

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

## **8. PREFERENCES**

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

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the vendor(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In

addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.

- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from a vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful vendor. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

#### **10. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A Notice of Award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number, and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.

- f. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

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

## **13. INSPECTION AND ACCEPTANCE**

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

## **14. WARRANTY**

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

## **15. CONFLICT OF INTEREST**

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

## **16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall

assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

#### **17. REMEDIES AND RIGHTS**

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

#### **18. SEVERABILITY**

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

#### **19. CANCELLATION OF CONTRACT**

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

#### **20. TERMINATION OF CONTRACT**

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

**21. ASSIGNMENT OF CONTRACT**

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

**22. COMMUNICATIONS AND NOTICES**

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

**23. FORCE MAJEURE**

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

**24. CONTRACT EXTENSION**

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

**25. INSURANCE**

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

**26. BANKRUPTCY OR INSOLVENCY**

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

**27. INVENTIONS, PATENTS, AND COPYRIGHTS**

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

**28. CONTRACTOR PROPERTY**

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

**29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**30. AMERICANS WITH DISABILITIES ACT**

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

**31. FILING AND PAYMENT OF TAXES**

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

**32. TITLES**

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



**Attachment 1****ALGOA CORRECTIONAL CENTER**

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

**BOONVILLE CORRECTIONAL CENTER**

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

**CHILLICOTHE CORRECTIONAL CENTER**

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

**CREMER THERAPEUTIC CENTER**

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

**CROSSROADS CORRECTIONAL CENTER**

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

**EASTERN RECEPTION & DIAGNOSTIC CENTER**

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

**FARMINGTON CORRECTIONAL CENTER**

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

**FULTON RECEPTION & DIAGNOSTIC CENTER**

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

**JEFFERSON CITY CORRECTIONAL CENTER**

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

**MOBERLY CORRECTIONAL CENTER**

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

**MISSOURI EASTERN CORRECTIONAL CENTER**

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

**MARYVILLE TREATMENT CENTER**

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

**NORTHEAST CORRECTIONAL CENTER**

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

**OZARK CORRECTIONAL CENTER**

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

**POTOSI CORRECTIONAL CENTER**

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

**SOUTH CENTRAL CORRECTIONAL CENTER**

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

**SOUTHEAST CORRECTIONAL CENTER**

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

**TIPTON CORRECTIONAL CENTER**

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

**WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER**

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

**WESTERN MISSOURI CORRECTIONAL CENTER**

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

**WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER**

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

**KANSAS CITY RE-ENTRY CENTER**

651 Mulberry Street  
Kansas City, MO 64106  
PH: 816-842-7467

**END OF Attachment 1**

Keefe Group

IFB 931 CR 18136



Due 7-19-18