INVITATION FOR BID

IFB ER234R9033

Condiments & Toppings
For Resale in Offender Canteens
Various Locations

FOR

Missouri Department of Corrections

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

Contract Period:
September 23, 2019 through September 22, 2020

Date of Issue: August 22, 2019
Page 1 of 44

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

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, September 17, 2019

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

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

Company Name: KEEFE GROUP DBA KEEFE SUPPLY CO.
Mailing Address: 10880 LINPAGE PL
City, State Zip: ST LOUIS, MO 63132
Telephone: 314-264-2905 **Fax:** 314-264-2901
MissouriBUYS Vendor # 102958
Email: AARON.SICKLES@KEEFEGROUP.COM
Authorized Signer's Printed Name and Title AARON SICKLES ACCOUNT MANAGER
Authorized Signature: [signature] **Bid Date** 09/13/19

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

LINE ITEMS 001, 003, 006, 008, 012 & 013 ONLY

Contract No. ER234R9033A

[signature] 10-29-19
Gil Long, Acting Director of Fiscal Management, Office of the Director — Date

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

TABLE OF CONTENTS

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

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

END OF TABLE OF CONTENTS

EXHIBIT A
Pricing Page

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

Line Item	Description	Estimated Quantity	Pricing (Please complete all information)
001	**Hershey's Chocolate Syrup** 24 oz. plastic bottle No Substitutions Item UPC# 34000003129	497 Cases Based on 24 items per case	Firm Fixed **Case** Price: $ 57.60 Items per case: 24 Vendor Item #: 868
002	**Ketchup** Del Monte®, Heinz®, or Hunts® 12-20 oz. clear plastic squeeze bottle **No Substitution** Item UPC# 27000381847	551 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 22.20 Items per case: 12 Ounces per item: 20 oz Vendor Item #: NEW ITEM
003	**Yellow Mustard** Plain – No added flavors 8-10 oz. squeeze bottle Brand Bid: WOEBER Item UPC# 74680001121	376 Cases Based on 24 items per case	Firm Fixed **Case** Price: $ 15.36 Items per case: 24 Ounces per item: 9 oz Vendor Item #: 9779
004	**Salad Dressing or Mayonnaise** Plain white dressing 1-2 oz. single serve packets Bulk packed for individual resale Brand bid: OLD FASHIONED Item UPC# 4870791050	473 Cases Based on 200 items per case	Firm Fixed **Case** Price: $ 42.00 Items per case: 200 Ounces per item: 1 oz Vendor Item #: NEW ITEM
005	**Spaghetti Sauce** Tomato based 12-16 oz. clear plastic squeeze bottle Brand bid: KEEFE Item UPC# 87381005718	777 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 15.36 Items per case: 12 Ounces per item: 15.5 oz Vendor Item #: 571

EXHIBIT A, Pricing Page, continued on next page
EXHIBIT A
Pricing Page (continued)

Line Item	Description	Estimated Quantity	Pricing (Please complete all information)
006	**Picante Sauce - Regular** 10-16 oz. clear plastic squeeze bottle Brand bid: Cactus Annies Item UPC# 873810001222	1087 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 14.40 Items per case: 12 Ounces per item: 11 oz Vendor Item #: 80002463
007	**Picante Sauce - Hot** 10-16 oz. clear plastic squeeze bottle Brand bid: Cactus Annies Item UPC# 873810001239	766 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 14.40 Items per case: 12 Ounces per item: 11 oz Vendor Item #: 80002459
008	**Onion Dip** 5-6 oz. (+/- 2 oz.) clear plastic tub Brand bid: Moon Lodge Item UPC# 873100172 7	184 Cases Based on 48 items per case	Firm Fixed **Case** Price: $ 22.56 Items per case: 48 Ounces per item: 3.5 oz Vendor Item #: 172
009	**Cheese Spread – Habanero Flavor** 8 oz. (+/- 1 oz.) clear plastic tub Brand bid: City Cow Item UPC# 873810285 57	306 Cases Based on 24 items per case	Firm Fixed **Case** Price: $ 22.56 Items per case: 24 Ounces per item: 8 oz Vendor Item #: 2855
010	**Strawberry Preserves** 12 oz. (+/- 2 oz.) Jam or Spread is not acceptable Clear plastic squeeze bottle Brand bid: OLD FASHIONED Item UPC# 4870780413	2100 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 24.00 Items per case: 12 Ounces per item: 12 oz Vendor Item #: NEW ITEM
011	**Pizza Sauce** Tomato based 10-16 oz. clear plastic squeeze bottle Brand bid: KEEFE KITCHENS Item UPC# 873810057 01	1640 Cases Based on 12 items per case	Firm Fixed **Case** Price: $ 17.04 Items per case: 12 Ounces per item: 15.5 oz Vendor Item #: 570

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

Line Item	Description	Estimated Quantities	Pricing (Please complete all information)
012	**Mozzarella or Provolone Cheese Block/Stick** 3-4 oz. package Brand bid: City Cow Item UPC# 873810564 51	5261 Cases Based on 48 items per case	Firm Fixed **Case** Price: $ 40.80 Items per case: 48 Ounces per item: 4 oz Vendor Item #: 5645
013	**Cream Cheese - Plain** 1-2 oz. single serve packet bulk packed for individual resale **OR** 2-3 oz. clear plastic tub Brand bid: PAINTED COW Item UPC# 664857141233 0	267 Cases Based on 140 items per case	Firm Fixed **Case** Price: $ 82 00 Items per case: 200 Ounces per item: 20 oz Vendor Item #: 80003625 Bulk or clear tub: Bulk

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

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT** against the previous year's price. **A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.**
The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

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

MAXIMUM INCREASE		OR	MINIMUM DECREASE	
RENEWAL PERIOD	**ORIGINAL CONTRACT PRICE PLUS %**	**OR**	**RENEWAL PERIOD**	**ORIGINAL CONTRACT PRICE MINUS %**
1ST	%	OR	1ST	%
2ND	%	OR	2ND	%
3RD	%	OR	3RD	%

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

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

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

Agreement ✓ Disagreement _____

Terms:

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

_____% if paid within _____days of receipt of invoice NET 30 DAYS

Web Site:

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

END OF EXHIBIT A, PRICING PAGE

Keese bla
9035

18°C
65°F

21°C
70°F

ATTENTION CUSTOMER:

HERSHEY'S
SYRUP

45
CALORIES
PER 1 TBSP

GENUINE
CHOCOLATE FLAVOR

FAT FREE
REFRIGERATE AFTER OPENING

NET WT 24 OZ (1 LB 8 OZ) 680 g

...TION CUSTOMER:

FROM TIME TO TIME WE OFFER PROMOTIONAL ALLOWANCES IN RETURN FOR DISPLAY, ADVERTISING, OR OTHER PROMOTIONAL SERVICES. THESE PROMOTIONS ARE USABLE IN A PRACTICAL BUSINESS SENSE BY ALL RETAILERS REGARDLESS OF SIZE. FOR DETAILS WRITE:

PROMOTIONAL ALLOWANCE PROGRAM
THE HERSHEY COMPA...
HERSHEY

27°C
80°F

ST WHEN STORED BETWEEN
55°F AND 65°F
13°C AND 18°C

SYRUP

NO ARTIFICIAL COLORS

Stir 1 tablespoon or add to taste into 8 oz. of cold milk
Pour over fruits, ice cream, cakes and desserts
Stir 1 tablespoon or add to taste into 8 oz. of cold milk and heat

RECIPES, VISIT US AT ... INGREDIENTS: C...

Nutrition Facts		
about 35 servings per container		
Serving size 1 tbsp. (19g)		
Calories per serving	**45**	
Amount/Serving		**% DV**
Total Fat 0g		0%
Saturated Fat 0g		0%
Trans Fat 0g		
Cholesterol 0mg		0%
Sodium 5mg		0%
Amount/Serving		**% DV**
Total Carb. 12g		4%
Dietary Fiber <1g		0%
Total Sugars 10g		
Incl. 10g Added Sugars		19%
Protein 0g		
Vitamin D 0% • Calcium 0% • Iron 4% • Potassium 0%		

INGREDIENTS: HIGH FRUCTOSE CORN SYRUP, CORN SYRUP, WATER, COCOA, SUGAR, CONTAINS 2% OR LESS OF: POTASSIUM SORBATE TO MAINTAIN FRESHNESS, XANTHAN GUM, SALT, MONO- AND DIGLYCERIDES, POLYSORBATE 60, VANILLIN, ARTIFICIAL FLAVOR, ADDS A NEGLIGIBLE AMOUNT OF FAT.

Dist. by The Hershey Company
Hershey, PA 17033-0815 U.S.A.

Questions or comments?
www.askhershey.com or 1-800-468-1714

Visit us at www.hersheys.com

GLUTEN FREE

0 34312 09

08 03 2020

This product should not be expo...
which the product could absorb ...
separated from goods which may ...
which do not satisfy these condit...

...Company
...nsylvania 17033-08...

...not sell any of our ... goods
...mation of such ... instances.

Price
Bid
9033


SINCE 1905
Woeber's
GENUINE AMERICAN
Yellow MUSTARD


9 OZ. SQUEE BOTTLES
DO ON THIS LINE
Co.
SINCE 1905
Woeber's
REFRIGERATION NOT REQUIRED
SHAKE WELL BEFORE USE
Distilled Vinegar, #1 Grade
Mustard Seed, Salt, Turmeric, Spices.
COMMENTS? QUESTIONS?
CALL TOLL FREE 1-800-548-2929
0 74680 00112 1
Nutrition Facts Servings: 51, Serv. size: 1 tsp. (5g), Amount per serving
Calories 0, Total Fat 0g (0% DV), Sat. Fat 0g (0% DV), Trans Fat 0g, Cholest. 0mg (0% DV),
Sodium 0mg (0% DV), Total Carb. 0g (0% DV), Fiber 0g (0% DV), Total Sugars 0g (Incl. 0g Added
Sugar 0% DV), Protein 0g, Vitamin D (0% DV), Calcium (0% DV), Iron (0% DV), Potassium 0% DV)


PICANTE SAUCE
Nutrition Facts
Serv. Size 2 Tbsp. (30g)
Servings About 10
Amount/Serving %DV*
Calories 15 Calories from Fat 5
Total Fat 0g 1%
Sat Fat 0g 0%
Trans Fat 0g
Cholesterol 0mg 0%
Sodium 20mg 1%
Total Carb 3g 1%
Dietary Fiber 0g 1%
Sugars 1g
Protein 0g
Vitamin A 2% • Vitamin C 4%
Calcium 0% • Iron 0%


Prelf Bid 9033
Moon Lodge
French Onion
Dip
0 87381 00172 7
NET WT. 3.5 oz (99g)

EXHIBIT G
Kosher and/or Halal Information

The bidder shall indicate if the item bid qualifies as Kosher or Halal. This is for informational purposes only and will not be a criterion for evaluation and award. All items bid should be listed if Kosher and/or Halal on this exhibit. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America. Documentation certifying the items as Kosher or Halal must be submitted to the Department upon request.

Line item 001: Kosher ✓ Halal _____ Neither _____ (Hershey's chocolate syrup)

Line item 002: Kosher ✓ Halal _____ Neither _____ (Ketchup)

Line item 003: Kosher ✓ Halal ✓ Neither _____ (Yellow Mustard)

Line item 004: Kosher _____ Halal _____ Neither ✓ (Salad Dressing or Mayonnaise)

Line item 005: Kosher _____ Halal _____ Neither ✓ (Spaghetti Sauce)

Line item 006: Kosher _____ Halal _____ Neither ✓ Picante Sauce – Regular)

Line item 007: Kosher _____ Halal _____ Neither ✓ (Picante Sauce – Hot)

Line item 008: Kosher _____ Halal _____ Neither ✓ (Onion Dip)

Line item 009: Kosher _____ Halal _____ Neither ✓ (Habanera Cheese Spread)

Line item 010: Kosher _____ Halal _____ Neither ✓ (Strawberry Preserves)

Line item 011: Kosher _____ Halal _____ Neither ✓ (Pizza Sauce)

Line item 012: Kosher _____ Halal _____ Neither ✓ (Mozzarella or Provolone Cheese)

Line item 013: Kosher _____ Halal _____ Neither ✓ (Cream Cheese - Plain)

EXHIBIT F
Miscellaneous Information

Missouri Secretary of State/Authorization to Transact Business

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100003721.html)	
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity	Legal Name: KEEFE GROUP Missouri State Charter # X0012364l7
If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.	State specific exemption _____ (List section and paragraph number) Stated in section 351.572.1 RSMo, _____ (State Legal Business Name)

Employee Bidding/Conflict of Interest

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

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

EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

Qualifying for the Domestic Products Preference:
A product qualifies for the preference if one of the following circumstances exists:

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

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

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:
(Table 1) ALL products bid are manufactured or produced in the U.S. **and** qualify for the Domestic Products Procurement Act Preference; **OR**
(Table 2) ALL products bid are manufactured or produced outside the U.S. **and** do not otherwise qualify for the Domestic Products Procurement Act Preference; **OR**
(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.
The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

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

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

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

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

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

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

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

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

(Exhibit B continues on next page)

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE [signature]

COMPANY NAME

KEEFE GROUP DBA KEEFE SUPPLY CO.

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 ~~This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a~~ contract for the purchase of condiments and toppings for the Missouri Department of Corrections various locations (hereinafter referred to as the "Department") for twenty-one (21) correctional institutions, in accordance with the requirements and provisions stated herein.

1.1.2 History – The condiments and toppings are currently on contracts under CR977001 and CR977002. This solicitation for bid will replaced the expiring contracts and be a one year contract with the option of three (3) renewals. A copy of the current contracts may be found on MissouriBUYS or you may contact the buyer of this bid for a copy of the current contract.

1.2 General Information:

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

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

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

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

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

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

1.2.2 Background information – The Department operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances and other items. By departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the Department. Once contracted, only contracted items are allowed to be sold in the canteens.

1.2.3 Terms and Conditions – It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Preferences
- Evaluation and Award

1.2.4 The Missouri Department of Corrections, Purchasing Section, has transitioned to the new MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, are required to register or re-register on the MissouriBUYS website at https: missouribuys.mo.gov. Please note that there are written instructions located on the "Register" tab as well as a Vendor Training Video.

1.2.5 The estimated population for all correctional institutions is 28,716.

1.2.6 The estimated annual gross sales for all condiments and topping for various locations is $548,433.00. The estimated annual quantity usage for the condiments and toppings is listed on **EXHIBIT A**, Pricing Page.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

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

2.1 Qualified Products List (QPL):

2.1.1 ***Definitions:***

a. ***Qualified Products List*** ((hereinafter referred to as QPL) - A listing of house brand products or families of house brand products that have successfully completed the formal qualification process (including all specified tests) that examines, tests, and verifies that a specific product meets all the applicable specification requirements.

b. ***Qualified Product:*** A product that has been examined, tested, and listed in, or approved for inclusion in a QPL.

c. ***National Brand:*** A manufacturer's brand that is available to the general public regionally or nationally and is not exclusive to one wholesaler or retailer but is available through multiple retail outlets.

1) Other states' department of corrections canteens and commissaries are **not** considered as the general public or as retail outlets and **do not** qualify a brand as a national brand.

d. ***House Brand:*** A private brand owned by a wholesaler, supplier, dealer or merchant that bears its own company name or a name it owns exclusively and is generally not available or has limited availability in public retail outlets; or any other brand that does not meet the definition of a national brand.

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

a. The Department desires to qualify more house brand products and encourages the submission of samples for consideration and for evaluation as outlined in section 4.2.

2.1.3 Inclusion of a product on a QPL does not relieve the contractor of its contractual obligation to deliver items meeting all specification requirements. It does not guarantee acceptability under a contract. It does not waive any requirements for inspections or for maintaining quality control measures that are satisfactory to the Department, nor does it relieve the original contractor of its contractual obligations to ensure that delivered items comply with all specification requirements.

2.1.4 It is the contractor's responsibility to notify the Department of any change in the qualified product(s) composition, labeling, ingredients, nutrition facts, size, or packaging, etc. Failure to notify the Department of any change may result in the product(s) being removed from the QPL and the contract.

a. If there is any change as stated above, the contractor must submit new samples for testing, at no cost to the Department, accompanied by a letter stating the change(s) made to the product. Samples that are deemed unqualified will be removed from the QPL and the contract.

2.1.5 Once a contractor's products are qualified, the contractor must do the following to retain the qualification:

a. Verify that the listed product is still available from the manufacturer, can be produced under the same conditions as originally qualified, and meets the requirements of the current issue specification. This verification must be done at the request of the Department.

b. Periodically submit new test samples if requested by the Department.

c. Agree to requalification testing if required by the Department.

2.1.6 Supplier/manufacturer samples may be submitted for testing to be included in this or future bidding opportunities. Testing for qualification will require the number of samples as indicated in paragraph 4.2.1 of each new item submitted for consideration. Samples will be tested in the same manner as indicated in paragraph 4.2.3.

a. All samples shall be at no cost to the Department and will not be returned.

2.1.7 Any product tested and not qualified for placement on the QPL will not be considered for current or future bidding opportunities unless changes have been made that may now render the product as qualified. A list of brands on the Non-Qualified Products list for this bid are listed in section 4.3.

2.2 Specifications:

2.2.1 All items provided under this contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Any items not conforming to the requirements stated herein, including approved substitutions, shall not be accepted.

2.2.2 Specifications such as brand, size, packaging and flavors are listed on **EXHIBIT A,** Pricing Page.

2.2.3 All items offered must be of retail quality. Outdated or short dated products will not be accepted.

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

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

2.3.1 ***Labeling*** – Because the items are for resale, each item must bear an identifying barcode for individual resale. The label or box must also bear the nutrition facts, ingredients, net weight, the date of expiration/freshness date and name of the item.

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

b. ***The label and/or boxes for the items*** must bear the name of the item, net weight, the date of expiration/freshness date, and if applicable, instructions for preparation.

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

d. Labels or packaging shall not be pre-priced.

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

f. Item labels should bear the Kosher or Halal symbol on all items that are indicated as Kosher and/or Halal certified on **EXHIBIT G**, Product Information.

2.3.2 ***Shelf Life*** - All perishable items must have a maximum shelf life upon delivery. Freshness dating shall be legible on each individual item and each individual case. All items shall have a freshness date of at least six (6) months from the date the product is accepted by the ordering institutions. Any items received with a shelf life of less than six (6) months will be refused or returned at the contractor's expense.

2.3.3 ***Size*** - Size shall be as specified or within the range listed on **EXHIBIT A**, Pricing Page. Items falling outside the requested size or size range will not be considered.

2.3.4 ***Packaging*** – All items shall be individually commercially packaged for resale. Select pouch or bag items are specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no bidder can meet the packaging requirements. There shall be no metal or foil on any container or package.

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 Kosher and Halal Items:

2.4.1 The bidder shall indicate on **EXHIBIT G**, Kosher and/or Halal Information, if the items bid qualify as Kosher or Halal. This is for informational purposes only and will not be a criterion for evaluation and award. All items bid shall be listed if Kosher, Halal or neither on **EXHIBIT G**.

a. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority.

b. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America.

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

2.5 Substitution of Product or Item Changes:

2.5.1 ***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.

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

a. In order for the product to be considered for substitution, the contractor must submit samples for testing in accordance with Section 4.2 of the contract.

b. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications will be met as indicated in paragraph 2.3.1 shall be provided upon request of the Department.

c. Special run or mock-up items will not be accepted for substitution.

2.5.3 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.

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

a. No changes shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any change.

b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in Section 4.2 of the contract

2.6 Replacement of Damaged/Defective Product:

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

2.7 Delivery Performance:

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

2.7.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. **Initial orders must be received within ten (10) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice. **All subsequent orders must be made within five (5) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

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

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

a. Pursuant to paragraph 12.b. in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the facilities identified on **ATTACHMENT 1.**

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

2.7.5 Delays in Delivery Performance:

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

b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 2.7.5 a.

2.8 Minimum Orders:

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

2.9 Invoicing and Payment Terms:

2.9.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item(s).

2.9.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A**, Pricing Page.

2.9.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A**, Pricing Page, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.Payables@doc.mo.gov or mailed to:

Attn: Accounts Payable
Missouri Department of Corrections
PO Box 236
Jefferson City, MO 65102

2.9.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.

2.9.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A**, Pricing Page.

2.9.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A**, Pricing Page the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.9.7 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

2.9.8 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF PART TWO: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 Contractual Requirements:

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

a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.1.2 Contract Period - The original contract period shall be as stated on page one of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three (3) additional twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

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

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

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

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

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

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

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

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

a. Whenever possible, the contractor must submit a written request for price increases thirty (30) days prior to the effective date of increase to the Department's Purchasing Section. **Requests and documentation should be submitted via US Mail**. If the manufacturer provides a percentage increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying its cost at the time of the bid award, the new cost, and the effective date of the increase. If the manufacturer provides an actual dollar amount of increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying the increase and the effective date of the increase. Supporting documentation must clearly establish the increase is to all customers and not to the Department or this contract alone. Supporting documentation will be returned to the contractor once the Department's Purchasing Section has verified its validity and shall not become part of the contract record.

b. The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved. The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.

c. After receipt of required documentation and in the event a price change is authorized thereafter, no additional adjustments will be allowed for a term of six (6) months.

d. The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract, and re-bid if determined to be in the best interest of the Department.

e. The contractor shall neither delay nor stop deliveries pending price changes.

f. If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated ***on or after*** the effective price change date. Purchase orders dated ***prior*** to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.

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

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

a. Additional item choices shall not be added without the Department's approval. The Department approval may entail the sampling of the proposed item selection.

b. The purpose of items selected for resale is to maximize sales potential for the benefit of the offender Canteen Fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the Department reserves the right to discontinue that item without penalty.

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

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

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

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

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

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

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

a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.

b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.

d. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.

e. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

f. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/ contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

g. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

h. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

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

a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor.or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

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

3.1.14 Point of Contact - The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

3.1.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.

3.1.16 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.1.17 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.

a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

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

(2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

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

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

4.1.1 Hard Copy Bid - When submitting a bid via the mail or a courier service, or is hand delivering the bid, the bidder should include completed exhibits, forms, and other information concerning the bid [including completed **EXHIBIT A,** Pricing Page(s)] with the bid. The bidder is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

a. The bid should be page numbered.

b. The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

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

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

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

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

4.1.5 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement

may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.2 Submission of Samples:

4.2.1 The bidder may be required to submit one or two (1-2) samples of the item(s) they are bidding. **If requested, the bidder must provide the sample within five (5) business days of the request.** A bidder failing to submit a sample within five (5) business days may not be considered for award. All samples shall be provided at no cost to the Department. Samples will not be returned.

a. **All bidders must provide with the bid, a current picture of the product(s) they are bidding. Pictures must include the front and back of the item, with clear pictures of the nutrition label, item weight and/or count and UPC code.**

b. All samples (if requested) must be clearly labeled with the bidder's company name, contact name, item number and bid number.

c. **Samples of items that are qualified under QPL-2011-004 are not required, unless there has been a change in the product since it was last qualified in 2014.** Any flavors bid that are not on the QPL list in paragraph 4.3.2, may be requested for taste testing.

4.2.2 Samples must be submitted to the following address:

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

4.2.3 At a minimum, sample products will be evaluated for meeting the required specifications as outlined herein to determine overall acceptability. Brands which are not currently on the QPL or that are being resubmitted due to changes, will be taste tested. Other considerations may include packaging and the condition of the packaging materials the sample products are contained in. If sample testing indicates that a sample product does not meet the required specifications or is found otherwise unacceptable, the award for that sample product shall not be made.

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

a. All sample products must be of the brand name and finished packaging that the bidder is bidding and meet the labeling requirements for resale as defined herein. Special run or mock-up samples will not be accepted.

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

4.3 Brands:

4.3.1 Unless a specific brand has been stated on **EXHIBIT A**, Pricing Page, the bidder may bid **national brands** or **house brands**, as defined in section 2.1.1, which meet all of the required specifications. For items that have specific brand names listed on **EXHIBIT A**, Pricing Page, only that brand will be accepted.

4.3.2 Acceptable house brands for line items 003-013 are listed below.

ITEM	QPL PRODUCTS
Yellow Mustard	Parade, Woeber
Salad Dressing or Mayonnaise	Old Fashioned Foods Squeezems
Spaghetti Sauce	Keefe Kitchens, Old Fashioned Foods, Food Express
Picante Sauce - Regular	Cactus Annie's
Picante Sauce - Hot	Cactus Annie's, Old Fashioned Foods
Onion Dip	Old Fashioned Foods French Onion Cheese Dip, Moon Lodge
Cheese Spread - Habanera Flavor	City Cow, Old Fashioned Foods
Strawberry Preserves	Old Fashioned Foods, Food Express
Cream Cheese - Plain	Painted Cow Dipping,
Pizza Sauce	Old Fashioned Foods, Keefe Kitchens, Food Express
Hot Sauce	Keefe Louisiana Hot Sauce, Bubba's Hot Sauce
Mozzarella or Provolone Cheese	Old Fashioned Foods Mozzarella Cheese stick, City Cow Mozzarella Cheese Stick, Food Express Mozzarella Cheese Stick

4.3.3 The following products did **not** qualify for QPL-2011-004 and, therefore, will not be considered unless changes have been made that may now render a product as qualified.

ITEM	NON-QPL PRODUCTS
Yellow Mustard	Old Fashioned Foods All American Style, Old Fashioned Foods Salad Style
Picante Sauce - Regular	Old Fashioned Foods
Onion Dip	Painted Cow
Cheese Spread - Habanera Flavor	Food Express
Strawberry Preserves	Keefe Kitchens

a. If changes have been made to a non-qualified product listed above that may now render it as qualified, the bidder shall submit the required number of samples accompanied by a letter from the supplier/manufacturer stating the change(s) made to the product. Samples of the new product must be submitted as indicated in Section 4.2.

4.4 New Product Evaluation Form:

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

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

a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.

c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.

d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.

f. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details with the bid.

4.6 Missouri Service-Disabled Veteran Business Enterprise Preference:

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

4.7 Organizations for the Blind and Sheltered Workshop Preferences:

4.7.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) 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 five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

(1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, 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 are 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 requested information with the bid.

(4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

b. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

Vendor's Commitment Number x 2.5 points = Awarded Points

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor's bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment – The vendor must complete **EXHIBIT D,** Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, 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 E,** Documentation of Intent to Participate Form, or must provide a letter of intent recently signed by the proposed 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 E,** Documentation of Intent to Participate Form or provide a letter of intent.

c. The following websites provide information regarding Missouri sheltered workshops:
   - Listing of Missouri Sheltered Workshops:
     http://dese.mo.gov/special-education/sheltered-workshops/directories
   - Missouri Sheltered Workshop Products/Services Locator:
     http://mosheltered.org/services.aspx

d. 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

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

4.8 Evaluation Process:

4.8.1 The bidder shall submit a firm fixed price for each line item bidding on **EXHIBIT A,** Pricing Page. The pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.

4.8.2 Estimated Quantities – The quantities listed on **EXHIBIT A,** Pricing Page are an estimated cumulative total based on item sales using historical sales data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities. The estimated case quantities are based on the stated case pack quantities of current or estimated usage.

4.8.3 The Department reserves the right to perform a taste test on all samples submitted for consideration of this IFB. Taste tests may be performed on all samples and, if taste tests are performed, only those items that meet specifications and pass taste testing by majority will be considered for award.

4.8.4 Cost Evaluation – The Department reserves the right to award to the bidder whose bid complies with all mandatory specifications and requirements and is the lowest and best bidder. **For evaluation purposes only,** the objective cost evaluations shall be calculated as follows:

a. For line item 001, the individual cost for the line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A,** Pricing Page, by the number of individual items per case to arrive at the individual item cost. The initial contract period cost for the line item will be calculated by multiplying the individual item cost by 576 (estimated ounces per case), then by the case quantity for the line item.

b. For line items 002-013 and for evaluation purposes only, the individual item cost for each line item will be calculated by dividing the firm fixed case price for the item stated on **EXHIBIT A,** Pricing Page by the number of items per case. The cost per ounce for each line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce. The initial contract period cost will be calculated by multiplying the individual item cost per ounce by the multiplier listed for each line item indicated below, then multiplied by the estimated case quantity for the line item.

LINE ITEM	MULTIPLIER
002, 009, 012	192
003	216
004	200
005 & 011	186
006, 007	132
008	168
010	144
013	280

c. A cost for each renewal period will be calculated in the same manner as indicated in 4.8.4 a-b. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for the drinks and drink mixes.

4.8.5 ***Buy American Preference*** – If calculations for the Buy American preference are necessary, items bid **not** meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic Procurement Act, sections 34-350 RSMo through 34.359 RSMo, the Buy American preference shall be computed as follows:

Total Bid Price x 1.10 = Total Evaluated Bid Price

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

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

4.9 Determination for Award:

4.9.1 Award shall be made to the bidder whose bid meets the required specifications and is the best bidder with the highest total cost points. Other factors that affect the determination of the lowest price responsive bidder includes the consideration of the preference points explained in Sections 4.5, 4.6 and 4.7. Assigned Cost Points + Earned Preference Points = Total Points. The vendor with the most points is considered the lowest bid.

4.9.2 Determination of Responsibility and Reliability – The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder or any subcontractor(s) proposed to provide products or services within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

a. If the lowest responsive vendor is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.

4.10 Other Bid Submission Requirements:

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

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

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

EXHIBIT C
Missouri Service-Disabled Veteran Business Enterprise Preference

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

STANDARDS:

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

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

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

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

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT C continued on next page.

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

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

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Enterprise Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	E-Mail Address

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

☐ No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

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

(NOTE: If the SDVE and SDV are listed on the Office of Administration, Division of Purchasing (OA/Purchasing) SDVE database located at http://oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been submitted to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Procurement Officer	Date

EXHIBIT D
Participation Commitment

Organization for the Blind/Sheltered Workshop Participation Commitment – If the 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.

Organization for the Blind/Sheltered Workshop Commitment Table

- 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.
- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.
- The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Name of Organization for the Blind or Sheltered Workshop Proposed	**Committed Participation** ($ amount or % of total value of contract)	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT E
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 this Exhibit or letter of intent, recently signed by each organization documenting the following information 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*

EXHIBIT H
New Product Evaluation Form

It is requested bidders make a copy of this page for each item they wish to be considered for QPL-2011-004.

Line Item #_____

I. Product Identification:

Product Name: _____

Product Brand: _____

Product UPC Code: _____

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representatives Company Name: _____

Contact Name: _____

Address: _____ City:_____ State: _____ Zip Code: _____

Phone No.: _____ Fax: _____ Email: _____

III. General Information:

Shelf Life: _____ Approximate delivery in days after receipt of order: _____

Are quantities limited? Yes_____ No_____ Describe: _____

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

Person Furnishing Information: _____
Print Name and Title

I certify that the above information is correct: _____
Signature

Date: _____Phone No.: _____ Email Address: _____

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. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
h. **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.
i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
k. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
m. **May** means that a certain feature, component, or action is permissible, but not required.
n. **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.
o. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
q. **Shall** has the same meaning as the word **must**.
r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. Some IFBs 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 bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves 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 bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders 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. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list

of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

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

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

10. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any 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 to be severable.

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

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

KANSAS CITY RE-ENTRY CENTER
651 Mulberry
Kansas City, MO
PH: 816-842-7467

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

IFB ER2341903 3

KEEFE BID

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
TIME: 1:08pm INITIAL: m

RECEIVED
SEP 16 2019
PURCHASING