INVITATION FOR BID

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

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

IFB ER234R9035

Shelf Stable Entrees, Meats and Fish
For Resale in Offender Canteens
Central and Eastern Region
Commodity Warehouses

Contract Period:
Date of Award through One Year

Date of Issue: September 9, 2019

Bids Must Be Received No Later Than:

2:00 p.m., October 1, 2019

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

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: UNION SUPPLY GROUP d/b/a FOOD EXPRESS

Remit to Address: 2301 EAST PACIFICA PLACE; P.O. BOX 7006

City, State Zip: RANCHO DOMINGUEZ, CA 90224

Telephone: 904.672.1700 **Fax:** 904.296.2433

MissouriBUYS ID # 112291

Email: LHALL@UNIONSUPPLYGROUP.COM

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

Authorized Signature: _____ **Bid Date** 9/19/2019

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: LINE ITEMS 2 & 3 ONLY

Contract No. ER234R9035B

Gil Long, Acting Director of Fiscal Management Unit, Office of the Director — Date 10-9-19

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

EXHIBIT A
Pricing Page

The vendor must state **only one** firm fixed case price delivered FOB Destination Prepaid and Allowed to the Commodity Warehouses for each item they are bidding. If bidding multiple brands for an item, it is requested vendors 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 1	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Chili with Beef and Beans – Hot** 100% Beef 7-12 ounce retort pouch or tray	**9,570** *(based on case of 24)*	**CS**	**$ 32.64**	**24**

Vendor shall state the following:	
# of Ounces per Package: **11.25 OZ**	Cases per pallet: **55**
Brand: **BACK COUNTRY**	Package UPC: **744234802237**
Vendor Item #: **8013209**	Kosher ☐ Halal ☐ Neither ☑

LINE ITEM 2	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **100% Chicken Breast** 98% Fat Free Chunk Style **No Draining Necessary** No added ingredients other than water or chicken broth 3.5 -7 ounce retort pouch	**13,613** *(based on case of 12)*	**CS**	**$ 32.40**	**36**

Vendor shall state the following:	
# of Ounces per Package: **4.5 OZ**	Cases per pallet: **48**
Brand: **BACK COUNTRY**	Package UPC: **744234802206**
Vendor Item #: **8012306**	Kosher ☐ Halal ☐ Neither ☑

LINE ITEM 3	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Pepperoni - Sliced** 3.5 - 6 oz. package	**9,017** *(based on case of 24)*	**CS**	**$ 30.00**	**24**

Vendor shall state the following:	
# of Ounces per Package: **3.5 OZ**	Cases per pallet: **72**
Brand: **BACK COUNTRY**	Package UPC: **744234803586**
Vendor Item #: **8069042**	Kosher ☐ Halal ☐ Neither ☑

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

LINE ITEM 4	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Tuna** Chunk Light in Water Dolphin Safe No added ingredients other than water, vegetable broth and/or salt **No Draining Necessary** 3.5 to 7.5 ounce retort pouch	**3,304** *(based on case of 50)*	**CS**	**$ 43.20**	**48**

Vendor shall state the following:	
# of Ounces per Package: **4.23 OZ**	Cases per pallet: **99**
Brand: **FISHERMAN'S PARADISE**	Package UPC: **744234804200**
Vendor Item #: **8096256**	Kosher ✓ Halal ✓ Neither ☐

LINE ITEM 5	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Mackerel Fillets** In Oil or Water 3.5 to 6 ounce retort pouch	**12,150** *(based on case of 24)*	**CS**	**$ 14.40**	**24**

Vendor shall state the following:	
# of Ounces per Package: **3.53 OZ**	Cases per pallet: **140**
Brand: **FISHERMAN'S PARADISE**	Package UPC: **744234807607**
Vendor Item #: **8096224**	Kosher ✓ Halal ✓ Neither ☐

LINE ITEM 6	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Fish Steaks with Green Chilies** In Oil or Water 3.5 to 6 ounce retort pouch	**11,835** *(based on case of 24)*	**CS**	**$ 13.20**	**24**

Vendor shall state the following:	
# of Ounces per Package: **3.53 OZ**	Cases per pallet: **140**
Brand: **FISHERMAN'S PARADISE**	Package UPC: **744234803364**
Vendor Item #: **8096203**	Kosher ✓ Halal ✓ Neither ☐

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

RENEWAL OPTION: The vendor **must** indicate below, the maximum allowable percentage of price increase 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 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.

MAXIMUM INCREASE	
RENEWAL PERIOD	**ORIGINAL CONTRACT PRICE PLUS %**
1ST	**2 %**
2ND	**4 %**
3RD	**6 %**

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

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

Agreement **X** Disagreement _____

Web Site:

The vendor should state web site address if online invoicing is available: **N/A**

Terms:

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

0 % if paid within **30** days of receipt of invoice

END OF EXHIBIT A, PRICING PAGE

EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359 RSMo, the vendor 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 vendor 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 VENDOR 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 vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

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

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

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

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

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

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

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

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
001	RANCHO DOMINGUEZ, CA		
002	RANCHO DOMINGUEZ, CA		
003	RANCHO DOMINGUEZ, CA		

EXHIBIT B continued on next page.

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

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

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

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
004	CHINA		
005	CHINA		
006	CHINA		

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 vendor 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

UNION SUPPLY GROUP d/b/a FOOD EXPRESS

COMPANY NAME

END OF EXHIBIT B

EXHIBIT F
Miscellaneous Information

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	N/A _____%

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

Charter Number (if applicable) N/A	*Company Name* UNION SUPPLY GROUP
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: 351.572.2 Paragraph 8 - Union Supply Company transacts business across the country (i.e. interstate commerce - n. commercial trade, business, movement of goods or money, or transportation from one state to another.) with various ship points including California, Florida and Ohio therefore our business entity is exempt from registering with the Secretary of State in Missouri.	

THIS SPACE INTENTIONALLY LEFT BLANK

END OF EXHIBIT F

EXHIBIT C

Missouri Service-Disabled Veteran Business Enterprise Preference

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

STANDARDS:

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

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

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

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

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

EXHIBIT C continued on next page.

EXHIBIT C (continued)

Missouri Service-Disabled Veteran Business Enterprise Preference

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

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

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

Date SDV's Documents were submitted: **N/A**

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

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

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

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing (OA/DP) website (https://oa.mo.gov/sites/default/files/sdvelisting.pdf) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DP will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents – Verification Completed By:

Procurement Officer	Date

END OF EXHIBIT C

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. **N/A**	**N/A** **%**	Product/Service(s) proposed: **N/A** IFB Paragraph References:
2. **N/A**	**N/A** **%**	Product/Service(s) proposed: **N/A** IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	**N/A** **%**	

END OF EXHIBIT D

EXHIBIT E
Document of Intent to Participate

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

~ Copy This Form for Each Organization Proposed ~

Vendor Name: **N/A**

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

N/A Organization for the Blind **N/A** Sheltered Workshop

Name of Organization:
For the Blind or Sheltered Workshop: **N/A**

Contact Name: **N/A** Email: **N/A**

Address: **N/A** Phone #: **N/A**

City: **N/A** Fax #: **N/A**

State/Zip: **N/A** Certification # **N/A**
(or attach copy of certification)

Certification Expiration Date: **N/A**

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

N/A
N/A
N/A
N/A

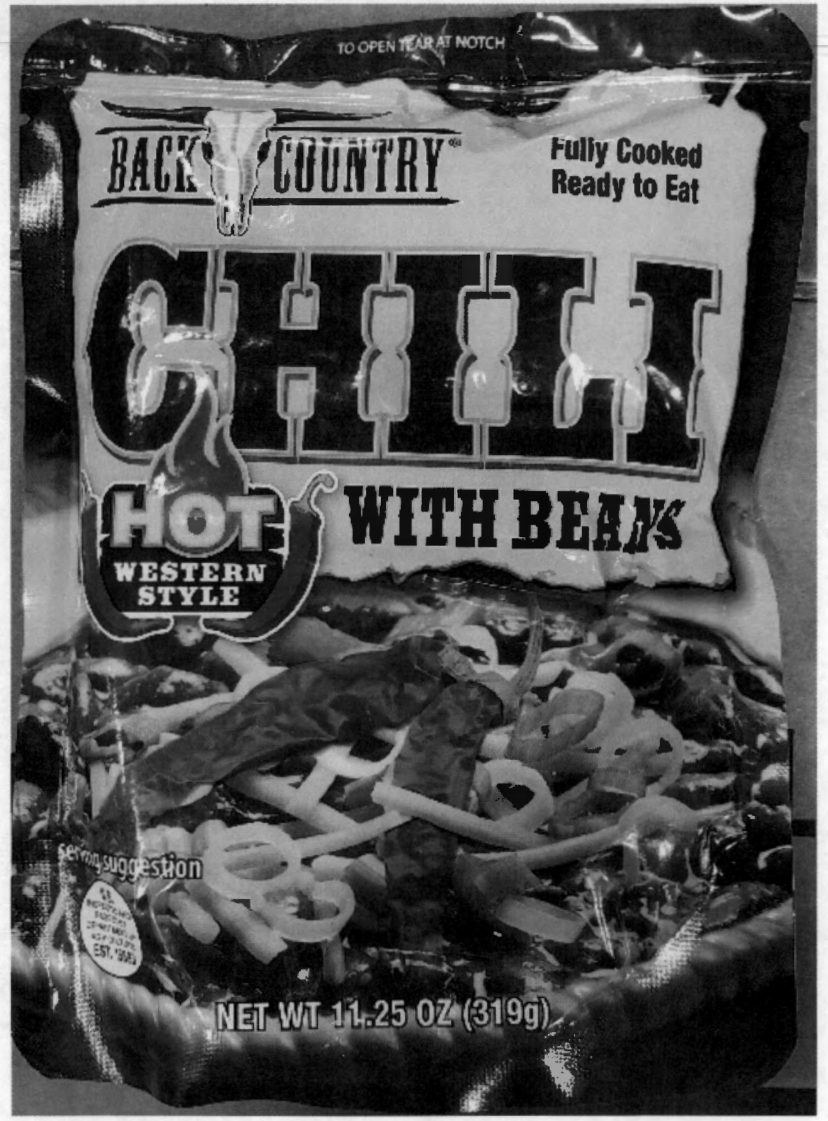
Authorized Signature:

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

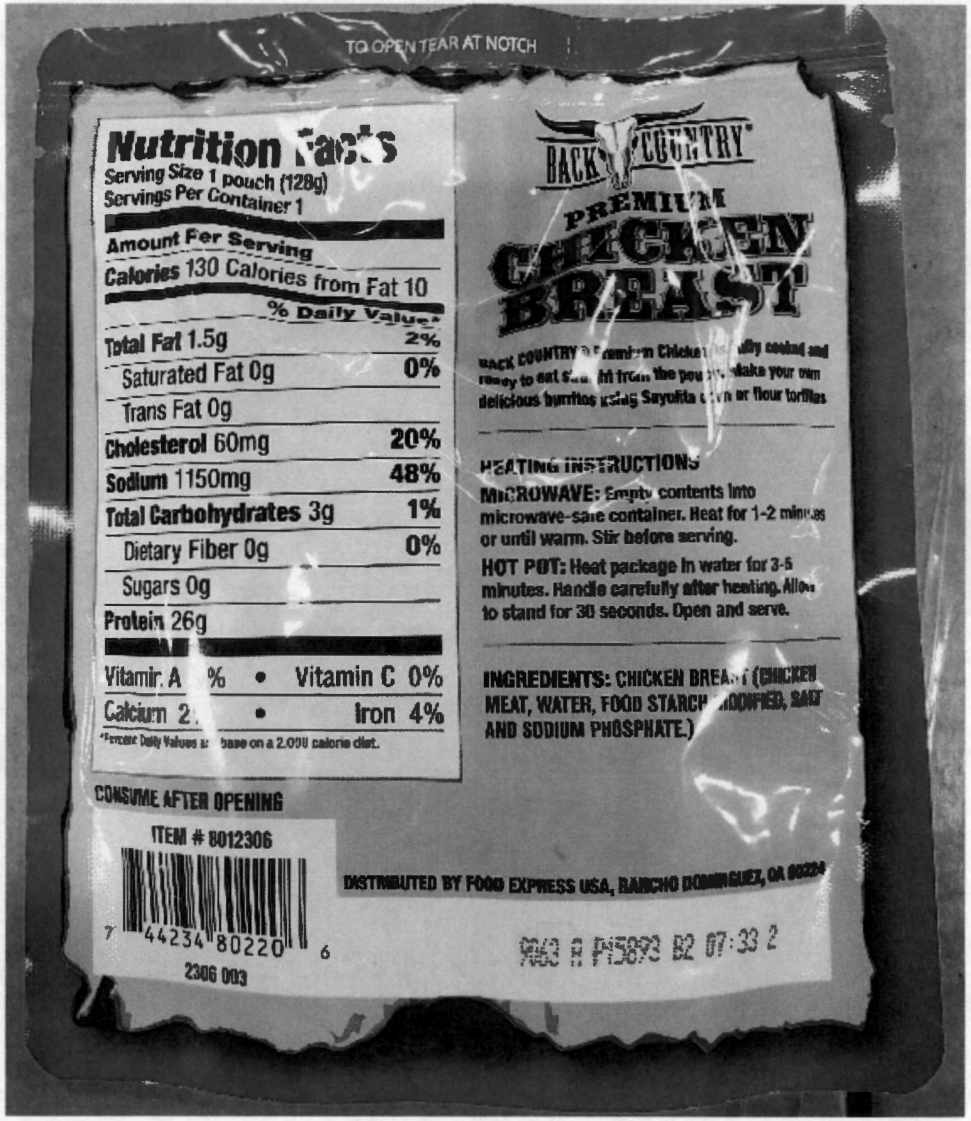
Date
(Dated no earlier than the IFB issuance date)

END OF EXHIBIT E

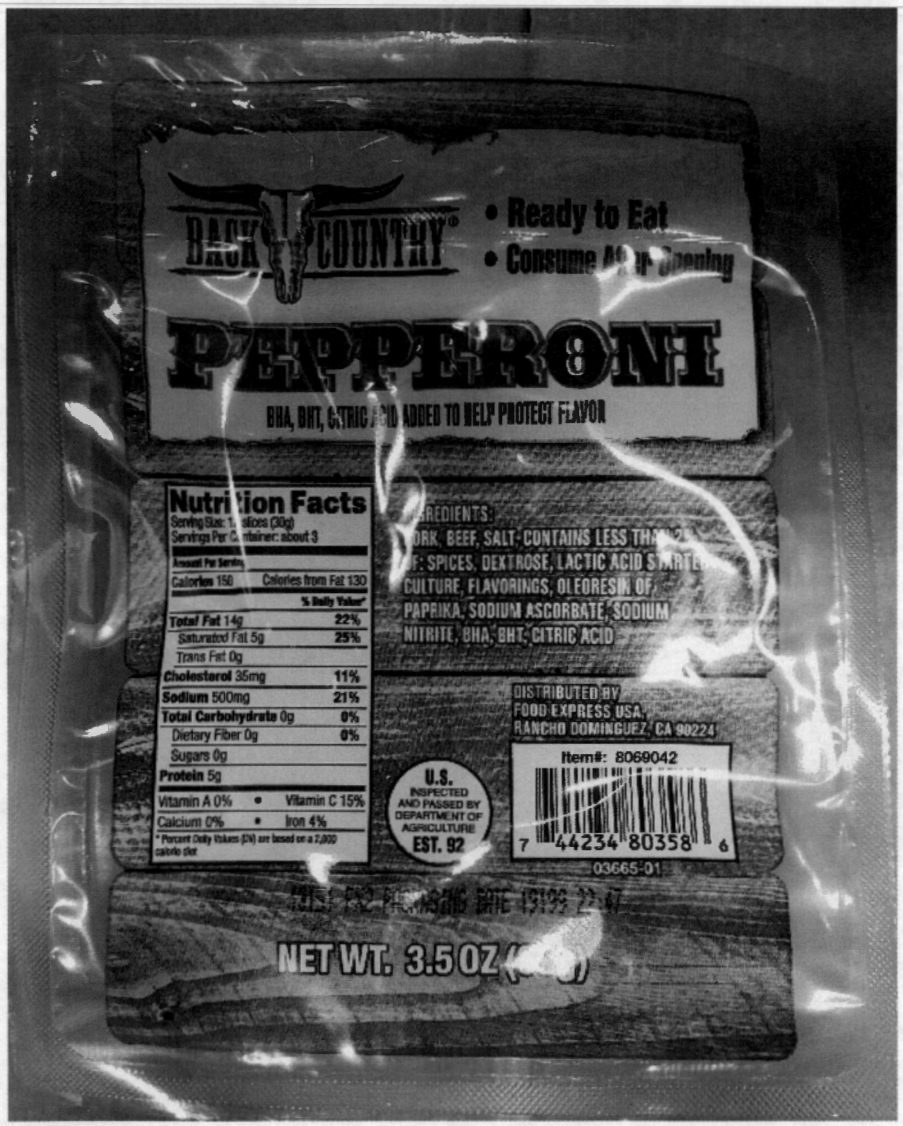
LINE 001 #8013209 BACK COUNTRY HOT CHILI WITH BEANS



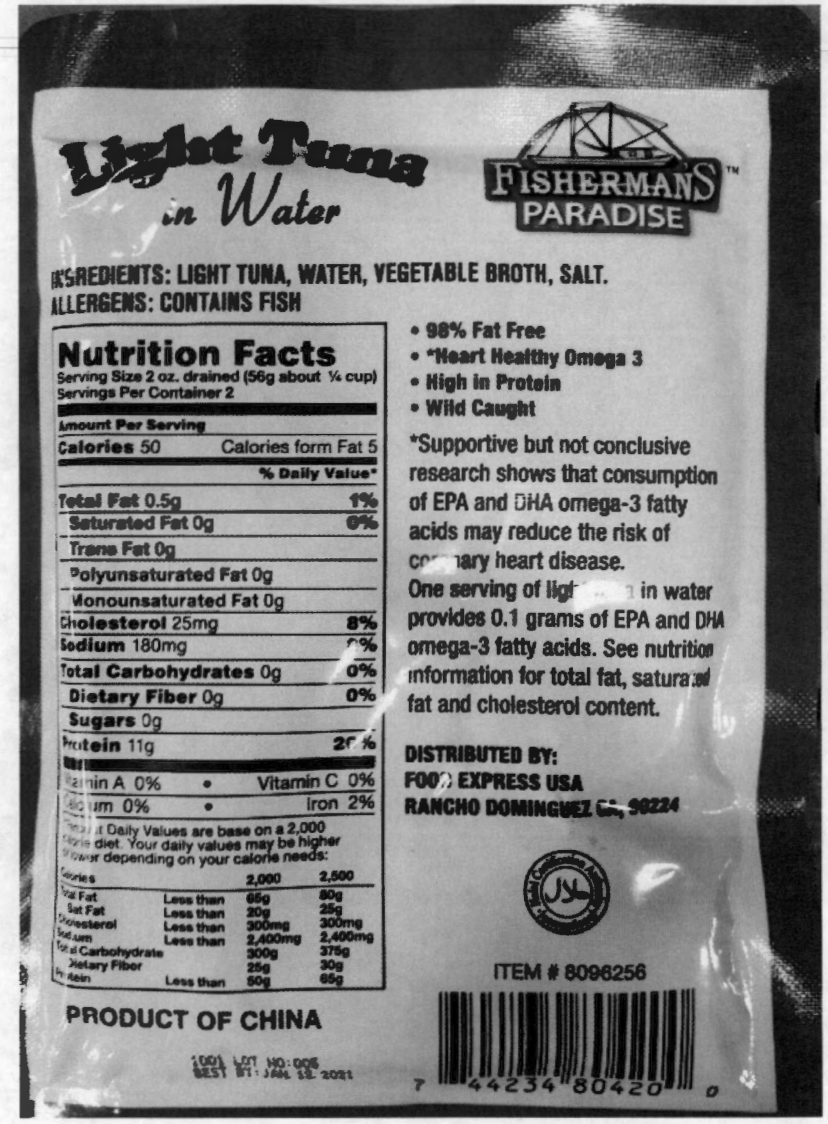
LINE 002 #8012306 BACK COUNTRY PREMIUM CHICKEN WHITE MEAT IN A POUCH



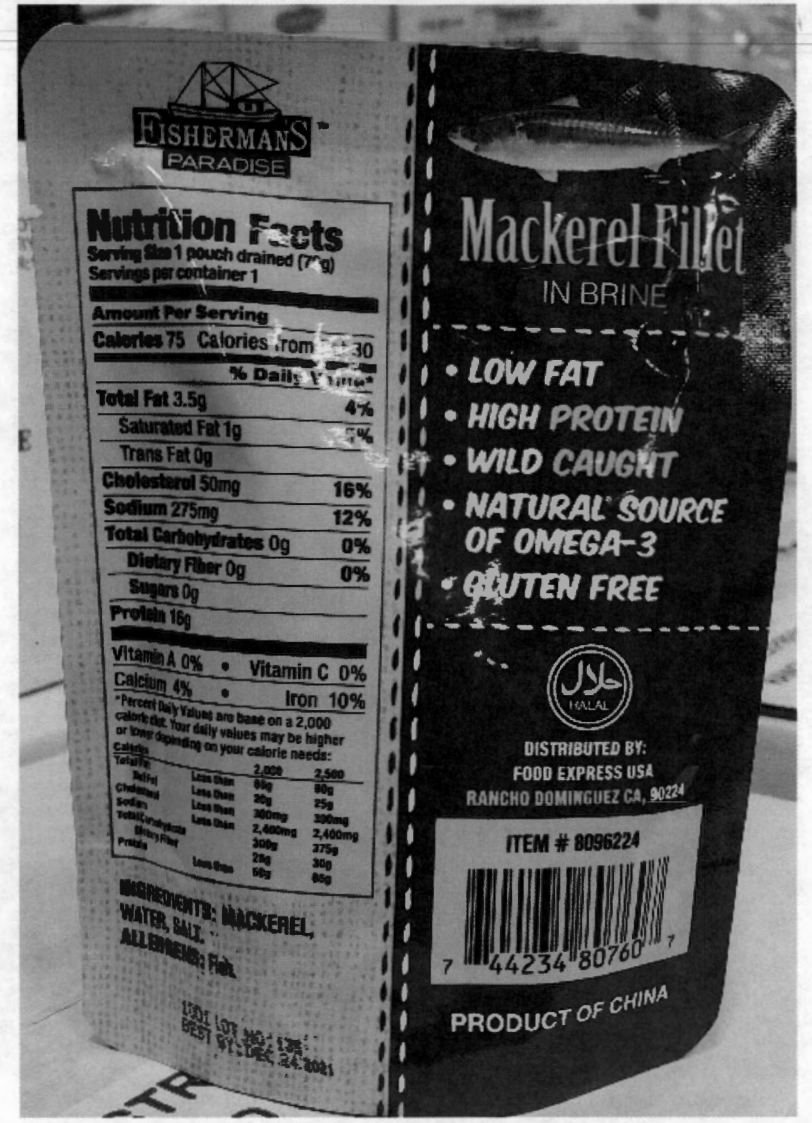
LINE 003 #8069042 BACK COUNTRY PEPPERONI PRE SLICED



LINE 004 #8096256 FISHERMAN'S PARADISE CHUNK LIGHT TUNA IN WATER



LINE 005 #8096224 FISHERMAN'S PARADISE MACKEREL FILLET IN BRINE



LINE 006 #8096203 FISHERMAN'S PARADISE FISH STEAKS IN GREEN CHILES

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
TIME: 10:05am INITIAL: M

RECEIVED
OCT 01 2019
PURCHASING

ER234R9035-SHELF STABLE ENTREES, MEAT & FISH
CENTRAL & EASTERN WAREHOUSES
LINION SUPPLY d/b/a FOOD EXPRESS
LYRA HALL, ACCOUNT MGR
BID OPENING: TUESDAY, OCTOBER 1, 2019 2:00 PM

INVITATION FOR BID

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

IFB ER234R9035

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Company Name: _____

Remit to Address: _____

City, State Zip: _____

Telephone: _____ **Fax:** _____

MissouriBUYS ID # _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ **Bid Date** _____

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

Contract No.

_____

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

The original cover page, including addendums, 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:

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1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective vendors to establish a contract for the purchase of shelf stable entrees, meats and fish for the Missouri Department of Corrections' (hereinafter referred to as the "Department") Commodity Warehouses for resale in the offender canteens in twenty-one (21) correctional institutions, in accordance with the requirements and provisions stated herein.

1.2 General Information:

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

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

   1) The vendor 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 ten (10) calendar days prior to the due date of the bid. If not received prior to ten (10) calendar days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.fredrick@doc.mo.gov .

c. The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB 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 vendors 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.

1.3 Background Information:

1.3.1 The Department operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances, and other items. By departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked

with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the Department. Once contracted, only contracted items are sold in the canteens.

1.3.2 The estimated population for all correctional institutions is 27,478.

1.3.3 The estimated annual gross sales for line items 1-6 listed on **EXHIBIT A,** Pricing Page is $1,480,000.00.

1.3.4 Current contracts exists for the items being obtained via this IFB. Contract numbers CR978001 and CR978002 are due to expire on October 10, 2019; and contract numbers CR1501401, CR1501402 and CR1501403 are due to expire on October 4, 2019. This contract is being established to replace the existing contracts when they expire.

a. Viewing the contract – A copy of the contract can be viewed and printed by visiting https://docservices.mo.gov/DHS/Canteen_Resale_Awarded.php . Please reference the contract numbers shown above.

1.4 General Information:

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

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

1.4.2 Funds – Expenditures from general revenue funds are not included in this contract.

1.5 Qualified Products List (QPL):

1.5.1 ***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.

1.5.2 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 extensive tests, improve readiness throughout 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 4.3.

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

1.5.4 It is the contractor's responsibility to notify the Department of any change in the qualified product(s) composition, labeling, 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 to the ingredients of a qualified product, the contractor must submit new samples for testing, at no cost to the Department, accompanied by a letter stating the change(s) made to the product. Samples that are deemed unqualified will be removed from the QPL and the contract.

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

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

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

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

1.5.6 Supplier/manufacturer samples may be submitted for testing to be included for future bidding opportunities. Testing for qualification will require the number of samples as indicated in paragraph 4.3.2 of each item submitted for consideration. Samples will be tested in the same manner as indicated in paragraph 4.3.4.

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

END OF SECTION 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 vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this IFB. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the State.

2.1 Specifications:

2.1.1 The items provided under the 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.

2.1.2 Specifications including flavor, size and packaging are listed on **EXHIBIT A**, Pricing Page.

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

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

2.2 Item Labeling, Size and Packaging Requirements:

2.2.1 Labeling: Because the items are for resale, each item in the case must be commercially packaged for resale and must bear an identifying barcode.

a. The label must bear the name of the item, nutrition facts, ingredients, net weight and the date of expiration/freshness date.

1) The Department prefers expiration/freshness dating to be in month and year format; however, Julian date codes will be acceptable. If the item expresses a Julian date code, the supplier/ manufacturer shall provide the formula to decode the Julian date. In addition, if the Julian date code is not an expiration/freshness date, the supplier/manufacturer shall provide 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. There shall be no alteration of national brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Re-labeled items and items that indicate "not for individual resale" are not acceptable.

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

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

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

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

2.2.3 Size: Size shall be as specified or within the range listed on **EXHIBIT A**, Pricing Page. If the item falls outside of the requested size, it will not be considered for award.

2.2.4 Packaging: All items shall be individually commercially packaged for resale. Select items may be specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no vendor can meet the packaging requirements. There shall be no metal or foil on any container or package. Glass containers are not acceptable and will not be considered for award.

a. Retort pouches shall have notches for easy opening. Items with no notches will not be considered.

b. All items packaged in microwavable cups or trays shall have peelable lidding. Items with non-peelable lidding will not be considered.

c. Food packages shall be in good condition and protect the integrity of the contents so that the food is not exposed to adulteration or potential contaminants. Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied, as required, to protect and to restrict movement of the item(s).

2.3 Minimum Orders:

2.3.1 Orders for all line items shall be placed in pallet or mixed pallet quantities. The minimum order for each line item shall be one (1) pallet or one (1) mixed pallet.

2.4 Substitution of Product or Item Changes:

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

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

a. In order for a non-qualified product to be considered for substitution, the contractor must submit samples for testing in accordance with section 4.3 of the contract. Testing, as indicated in paragraph 4.3.4 of the contract, will be conducted on all samples for substitution submitted for consideration. National brands do not require testing.

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

2.4.3 The Department reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if the price is equal to or less than the contract price. The Department shall be the final authority as to the acceptability of the proposed substitution.

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

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

b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in paragraph 4.3.4 of the contract.

2.5 Delivery Performance:

2.5.1 All items awarded under this IFB must be available for delivery to the Central and Eastern Region Commodity Warehouses.

2.5.2 Orders shall be placed by the warehouses. The contractor must begin accepting orders upon notice of award. Initial and subsequent deliveries must be made within **fifteen (15) 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.

2.5.3 Deliveries shall be made as requested by the warehouse. **The contractor must coordinate its delivery schedule with the ordering warehouse.** 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.

a. Delivery Addresses:

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

Missouri Department of Corrections, Eastern Region Commodity Warehouse
2727 Hwy K, Bonne Terre, MO 63628
Phone: 573-358-5516 x-2618

b. The awarded items must be on shrink-wrapped grade 2 or better pallets. If requested, pallets will be exchanged upon delivery.

c. The contractor should advise all shipping companies used that the Central Region Commodity Warehouse can only be accessed via Militia Drive exit off of US-50.

d. 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 https://oa.mo.gov/commissioner/state-holidays.

2.5.4 Delays in Delivery Performance**:** If at any time the contractor should encounter conditions impeding delivery of the awarded item, 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.

a. 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 2.5.4.

2.6 Invoicing and Payment Terms:

2.6.1 The contractor shall accurately invoice per the firm fixed price indicated on **EXHIBIT A,** Pricing Page, for each line item awarded and shall issue one invoice per order.

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

Accounts Payable
Missouri Department of Corrections
Fiscal Management Unit
P.O. Box 236
Jefferson City MO 65102

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

2.6.4 If the state purchasing card is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the ordering warehouse within one business day. The state purchasing card shall not be charged until all goods have been received and accepted.

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

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

2.6.7 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.6.8 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.6.9 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 purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The state purchasing card shall not be charged until items are delivered, inspected, and accepted.**

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

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

END OF SECTION 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 vendor is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

3.1.1 Contract - A binding contract shall consist of: (1) the IFB 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". 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 Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for 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 quoted for the applicable renewal period as stated on **EXHIBIT A,** Pricing Page, of the contract.

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

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

c. As stated on **EXHIBIT A**, Pricing Page, any increase shall be calculated against the original contract price. If a price increase was allowed as outlined in **Section 3.2** of this IFB, the increase will be added after the calculation of the renewal price has been determined.

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

Renewal Period Increase - $1.00 x 2% = $1.02
Economic Adjustment - $1.00 x 5% = $1.05
Renewal Period Price = $1.07 ($1.02 + $0.05)

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

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

b. Price(s) shall be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outline in **Section 3.2** of this IFB.

3.1.5 Order Quantities – The Department makes no guarantees of single order quantities or total aggregate order quantities for each line item. The quantities listed on **EXHIBIT A,** Pricing Page are an estimated cumulative total based on the items' sales using historical data of the same or similar product.

3.1.6 Contract Audits - The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed upon in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the Department.

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

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

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

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

3.1.9 Insurance - The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its

employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

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

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

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

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

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

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

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

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

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

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

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

3.1.13 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's Purchasing Section throughout the effective period of the contract.

3.1.14 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.

3.1.15 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver items in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract must be invoiced at the contract price.

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

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

3.1.18 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.

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

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

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

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

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

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

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

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

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

4.1.1 **For each item bid, the vendor should include a copy of the front and back of the product which should include a clear picture of the nutrition label, UPC, expiration date and ingredients, along with the bid**. If the label is not furnished with the bid, the label must be provided upon request. If requested, the label shall be furnished within five (5) business days after notification from the Department. Failure to provide this information may render the bid incapable and non-responsive.

4.1.2 When the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid [including completed **EXHIBIT A,** Pricing Page(s)] with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Bids are due no later than the date and time as stated on the first page of this IFB.

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

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

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

a. Additionally, after a contract is executed, the contract is scanned into the Department's imaging system and MissouriBUYS. The scanned information will be available for viewing at the following Internet addresses:

https://docservices.mo.gov/DHS/Canteen_Resale_Awarded.php.
https://missouribuys.mo.gov/contractboard

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

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

a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure the product meets the

Department's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

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

4.2 Brands:

4.2.1 The vendor may bid **national brands** or **house brands**, as defined herein that meet all of the required specifications.

4.2.2 Pursuant to QPL-2011-005, acceptable brands for line items 1-6 are listed below.

ITEM	QPL PRODUCTS
Chili w/Beef & Beans – Hot Style	Brushy Creek, Back Country, **or** Aunt Dot's
100% Chicken Breast	Brushy Creek **or** Back Country
Sliced Pepperoni	Bridgford, Back Country, **or** Highland Farms
Chunk Light Tuna w/Water	Fresh Catch **or** Fisherman's Paradise
Mackerel Fillets	Surfside, Fisherman's Paradise, **or** Fresh Catch
Fish Steaks w/Green Chilies	Fresh Catch **or** Fisherman's Paradise

4.2.3 The following products did **not** qualify for QPL-2011-005 and, therefore, will not be considered unless changes have been made as outlined in paragraph 4.2.3 a. and 4.2.3 b.

ITEM	NON QPL PRODUCTS
Chili w/Beef & Beans – Hot Style	Good Eats
Chunk Light Tuna w/Water	Majestica
Mackerel Fillets	Brushy Creek

a. If changes have been made to the above non-qualified products that may now render them as qualified, the vendor shall submit an explanation of the changes along with the required number of samples.

b. If the products were not qualified due to failing a taste test, the vendor shall submit an explanation of the changes that would affect taste and the effective date of the change along with the required number of samples.

c. Samples of the new product(s) must be submitted as indicated in Section 4.3.

4.3 Submission of Samples:

4.3.1 Samples for all line items, must meet the specifications as listed on **EXHIBIT A**, Pricing Page. Samples of national brands are not required.

4.3.2 The Department requests that two (2) samples of each house brand bid that is not on the approved QPL stated in section 4.2.3, or if any QPL item has had changes since it was requalified in 2014, be submitted in a **separate package** from the bid. Samples must be as listed on **EXHIBIT A**, Pricing Page. A vendor failing to submit samples within five (5) calendar days after the bid opening date may not be considered for award. All samples shall be provided at no cost to the Department. Samples will not be returned.

a. All samples should be clearly labeled with the company name, contact name, and IFB bid number.

b. If an item expresses a Julian date code, the supplier/manufacturer **must** provide the formula to decode the Julian date **along with the sample**. In addition, if the Julian date code is **not** an expiration/freshness date, the supplier/manufacturer **must provide with the sample** the manufacturer's recommended shelf life in order to determine the expiration/freshness date from the Julian date code. Julian date decoding information must be received prior to an award of a contract.

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

4.3.3 Samples must be submitted to the following address:

Attn: Diana Fredrick, CPPB
Missouri Department of Corrections
OD/Purchasing Section
2729 Plaza Drive/PO Box 236
Jefferson City, MO 65109

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

4.3.5 The sample product(s) submitted must be of the brand name and the finished packaging and meet the labeling requirements for resale as defined herein. The sample must conform to the mandatory IFB specifications. If awarded a contract, the vendor hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.

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

4.4 Kosher and Halal Items:

4.4.1 The vendor shall indicate on **EXHIBIT A**, Pricing Page if the item(s) 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 shall be listed if Kosher, Halal or neither on **EXHIBIT A**. Documentation certifying the items as Kosher or Halal must be submitted to the Department upon request.

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.

4.5 EXHIBIT G - New Product Evaluation Form:

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

4.6 The Buy American Act Preference:

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

a. Vendors 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 vendors 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 vendor 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 vendor must provide proof of compliance with section 34.353 RSMo. Therefore, the vendor 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 vendor's products qualify as American-made, or in the event all of the vendors or none of the vendors 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 vendor MUST disclose such fact and provide details with the bid.

4.7 Missouri Service-Disabled Veteran Business Enterprise Preference:

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

4.8 Organizations for the Blind and Sheltered Workshop Preferences:

4.8.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a 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. A list of Missouri sheltered workshops can be found at the following Internet address:

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

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.

4.9 Evaluation of Cost:

4.9.1 Pricing Page: The vendor must submit a **firm fixed price** on the **EXHIBIT A**, Pricing Page for each item bidding.

a. The item(s) bid must be available to **both** warehouses at the firm fixed price indicated on **EXHIBIT A**, Pricing Page.

b. The price(s) quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.

c. Prices shall be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outlined in section 3.2 of this IFB.

d. The vendor should complete the "Terms" and the "Vendor's Acceptance of the State Purchasing Card" sections on **EXHIBIT A**, Pricing Page.

4.9.2 The cost evaluation shall include the original contract period plus the renewal periods. The estimated annual quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods.

4.9.3 **For evaluation purposes only**, the cost evaluation for the following items shall be calculated as stated:

a. **For line items 1-6,** the cost per ounce will be calculated by dividing the firm fixed case price stated on **EXHIBIT A**, Pricing Page, by the number of items per case, then divided by the item's ounces to arrive at the total cost per ounce per item. The initial contract period cost will be calculated by multiplying the individual cost per ounce by the cost per ounce multiplier for that line item, and then multiplied by the estimated items per case multiplier for that line item, both of which are listed in the table below, then multiplied by the estimated number of cases stated on **EXHIBIT A**, Pricing Page.

LINE ITEM	COST PER OUNCE MULTIPLIER	ESTIMATED ITEMS PER CASE MULTIPLIER
1	11.25	24
2	7	12
3, 5 & 6	3.5	24
4	6	50

b. A cost for each renewal period will be calculated in the same manner as indicated in 4.9.3 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for each line item.

c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

d. 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

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

Lowest Responsive Compared Total Evaluated Bid Price	Total Evaluated Bid Price	X	Maximum Cost Evaluation Points (100)	= Assigned Cost Points

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

Assigned Cost Points + Earned Preference Points = Total Points

4.10 Determination for Award:

4.10.1 **The vendor shall understand and agree that in order to be considered for award, the vendor must be registered in MissouriBUYS (https://missouribuys.mo.gov/vendors).**

4.10.2 Only one award shall be made **per line item** to the vendor whose bid meets the required specifications, and, if applicable, is determined acceptable resulting from testing, and is the lowest and best vendor. Other factors that affect the determination of the lowest price responsive vendor includes the consideration of the preference points explained in Sections 4.6, 4.7 and 4.8.

4.10.3 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 vendor to meet mandatory general performance specifications; 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor or any subcontractor(s) proposed to provide the 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 vendor'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.

4.11 Other Bid Submission Requirements:

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

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

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

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

EXHIBIT A
Pricing Page

The vendor must state **only one** firm fixed case price delivered FOB Destination Prepaid and Allowed to the Commodity Warehouses for each item they are bidding. If bidding multiple brands for an item, it is requested vendors 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 1	**ESTIMATED QUANTITY**	**UNIT**	**FIRM FIXED UNIT PRICE**	**CASE COUNT**
UNSPSC Code: 50000000 *Food* **Chili with Beef and Beans – Hot** 100% Beef 7-12 ounce retort pouch or tray	**9,570** *(based on case of 24)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

LINE ITEM 2	**ESTIMATED QUANTITY**	**UNIT**	**FIRM FIXED UNIT PRICE**	**CASE COUNT**
UNSPSC Code: 50000000 *Food* **100% Chicken Breast** 98% Fat Free Chunk Style **No Draining Necessary** No added ingredients other than water or chicken broth 3.5 -7 ounce retort pouch	**13,613** *(based on case of 12)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

LINE ITEM 3	**ESTIMATED QUANTITY**	**UNIT**	**FIRM FIXED UNIT PRICE**	**CASE COUNT**
UNSPSC Code: 50000000 *Food* **Pepperoni - Sliced** 3.5 - 6 oz. package	**9,017** *(based on case of 24)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A
Pricing Page (continued)

LINE ITEM 4	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Tuna** Chunk Light in Water Dolphin Safe No added ingredients other than water, vegetable broth and/or salt **No Draining Necessary** 3.5 to 7.5 ounce retort pouch	**3,304** *(based on case of 50)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

LINE ITEM 5	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Mackerel Fillets** In Oil or Water 3.5 to 6 ounce retort pouch	**12,150** *(based on case of 24)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

LINE ITEM 6	ESTIMATED QUANTITY	UNIT	FIRM FIXED UNIT PRICE	CASE COUNT
UNSPSC Code: 50000000 *Food* **Fish Steaks with Green Chilies** In Oil or Water 3.5 to 6 ounce retort pouch	**11,835** *(based on case of 24)*	**CS**	**$**	_____

Vendor shall state the following:	
# of Ounces per Package:	Cases per pallet:
Brand:	Package UPC:
Vendor Item #:	Kosher □ Halal □ Neither □

EXHIBIT A, Pricing Page, continued on next page

EXHIBIT A

Pricing Page (continued)

RENEWAL OPTION: The vendor **must** indicate below, the maximum allowable percentage of price increase 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 shall be calculated against the **ORIGINA**L 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.

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

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

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

Agreement _____ Disagreement _____

Web Site:

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

Terms:

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

_____% if paid within _____days of receipt of invoice

END OF EXHIBIT A, PRICING PAGE

EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359 RSMo, the vendor 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 vendor 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 VENDOR 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 vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

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

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

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

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

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

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

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

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

EXHIBIT B continued on next page.

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

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

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT B

EXHIBIT C

Missouri Service-Disabled Veteran Business Enterprise Preference

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

STANDARDS:

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

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);

- Having the management and daily business operations controlled by one (1) or more SDVs;

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

- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

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

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

EXHIBIT C continued on next page.

EXHIBIT C (continued)

Missouri Service-Disabled Veteran Business Enterprise Preference

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

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

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

Date SDV's Documents were submitted: _____

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

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

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

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing (OA/DP) website (https://oa.mo.gov/sites/default/files/sdvelisting.pdf) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DP will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents – Verification Completed By:

_____	_____
Procurement Officer	Date

END OF EXHIBIT C

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:	**%**	

END OF EXHIBIT D

EXHIBIT E
Document of Intent to Participate

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

~ Copy This Form for Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization 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 *Date*
(Organization for the Blind or Sheltered Workshop) *(Dated no earlier than the IFB issuance date)*

END OF EXHIBIT E

EXHIBIT F
Miscellaneous Information

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

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

Charter Number (if applicable)	***Company Name***
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

THIS SPACE INTENTIONALLY LEFT BLANK

END OF EXHIBIT F

EXHIBIT G

New Product Evaluation Form

It is requested vendors make a copy of this page for each line item they wish to be considered for QPL-2013-006.

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: _____

END OF EXHIBIT G

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand 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 vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list

of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB 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 vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BID

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

7. BID OPENING

a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.

b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

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

9. EVALUATION/AWARD

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

10. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the

contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

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

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared 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 vendor’s failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

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

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