



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER C116005001	CONTRACT TITLE Ferromagnetic Metal Detectors
AMENDMENT NUMBER 002	CONTRACT PERIOD December 17, 2017 through December 16, 2018
REQUISITION NUMBER NR 931 YYY17709257	VENDOR NUMBER 4650103780 0 / MB00091689
CONTRACTOR NAME AND ADDRESS Metrasens, Inc. 2150 Western Court Lisle, IL 60532	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE 9-27-17
DIRECTOR OF PURCHASING <i>Heidi Berger</i>	

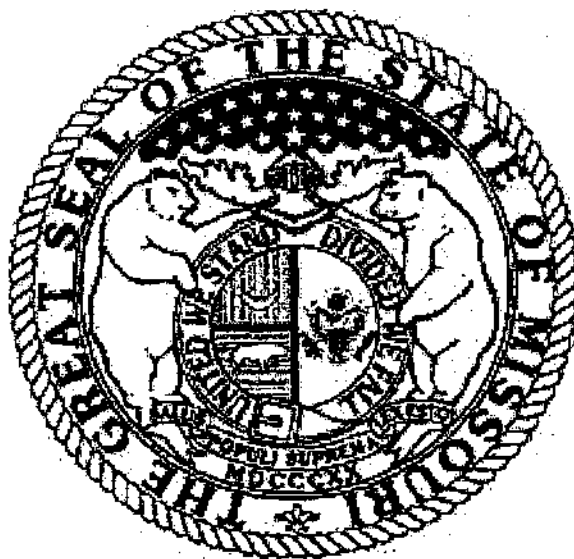


NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
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Safety
BIZ16005

CONTRACT NUMBER C116005001	CONTRACT TITLE Ferromagnetic Metal Detectors
AMENDMENT NUMBER 001	CONTRACT PERIOD December 17, 2016 through December 16, 2017
REQUISITION NUMBER NR 931 YYY16709249	VENDOR NUMBER 4650103780 0
CONTRACTOR NAME AND ADDRESS Metrasens, Inc. 2150 Western Court Lisle, IL 60532	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE July 25, 2016
DIRECTOR OF PURCHASING <i>Hubbinger</i>	



State of Missouri
OFFICE OF ADMINISTRATION

Division of Purchasing
Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

METRASENS INC
2150 WESTERN CT
SUITE 360
LISLE IL 60532

DATE ISSUED: NOVEMBER 10, 2015

MISSOURI TAX ID NUMBER: 22573372
FEDERAL IDENTIFICATION NUMBER: 465010378

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.6, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "Dwayne Maples".

Dwayne Maples
Administrator, Business Tax

PE:DU1632

CBN045
201531400300593

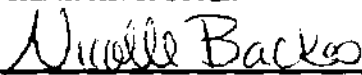

RENEWAL: _____ PERIOD OF _____ TOTAL _____		Performance Security Deposit: \$ _____
<input type="checkbox"/> Renewal - % Increase	<input type="checkbox"/> Cost Savings	Surety Bond: \$ _____
<input type="checkbox"/> Renewal - \$ Increase	<input type="checkbox"/> Cost Savings	
<input checked="" type="checkbox"/> Renewal - W/O Increase		Annual Wage Order Number: _____
<input type="checkbox"/> SFS Renewal - Prices In Original Contract		Annual Wage Order Date: _____
<input type="checkbox"/> SFS Renewal - Prices Not in Original Contract		County(ies): _____
EXTENSION PERIOD: _____		Other Instructions: _____ _____ _____
<input type="checkbox"/> Extension - 30-Day		
<input type="checkbox"/> Termination		
<input type="checkbox"/> Extension - \$ Increase	<input type="checkbox"/> Cost Savings	
<input type="checkbox"/> Extension - W/O Increase		
<input type="checkbox"/> Assignment		
<input type="checkbox"/> Cancellation/Termination		
<input type="checkbox"/> Other Amendment		

A. Section 34.040.6, RSMo	Buyer/Section Support	KC	7-25-16
B. Purchasing Suspension List	Buyer/Section Support	KC	7-25-16
C. Federal Suspension - SAM.GOV	Buyer/Section Support	KC	7-25-16
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	KC	7-25-16
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Sheil Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
	Buyer/Section Support	X	X
	Buyer	X	X
	Buyer/Section Support	X	X
Contractor E-Mail Address/Fax Number	mbynes@metro-sens.com		
State Agency Contact E-Mail Address	Steve Beeman		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
	Buyer/Section Support	KC	7-25-16
	Buyer	KC	7-25-16
	Buyer/Section Support	JW	7-25-16
AM 300 PMM	Buyer/Section Support	JW	7-25-16
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	X	X
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
	Central Support-Participation		
	Central Support-Imaging		



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER B1Z16005	CONTRACT TITLE Ferromagnetic Metal Detectors
CONTRACT NUMBER C116005001	CONTRACT PERIOD December 17, 2015 through December 16, 2016
REQUISITION NUMBER NR 931 YYY15709230	VENDOR NUMBER 4650103780 0
CONTRACTOR NAME AND ADDRESS Metrasens Inc. 2150 Western Court Lisle, IL 60532	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations through the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Metrasens Inc. in response to B1Z16005, including BAFO Request No. 001, is accepted in its entirety.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 12/14/15
DIRECTOR OF PURCHASING 	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)**

BAFO REQUEST NO.: 001
RFP NO.: B1Z16005
TITLE: Ferromagnetic Metal Detectors
ISSUE DATE: 09/29/2015

REQ NO.: NR 931 VYY15709230
BUYER: Nicole Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicole.backes@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 10/05/2015 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: *Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (801 W High Street, Room 630) by the return date and time.*

RETURN BAFO RESPONSE TO: (U.S. Mail) **PURCHASING** or (Courier Service) **PURCHASING**
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Corrections
Various Locations throughout the State of Missouri**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Metrasens Inc.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Metrasens Inc.	
MAILING ADDRESS 2150 Western Court		IRS FORM 1099 MAILING ADDRESS 2150 Western Court	
CITY, STATE, ZIP CODE Lisle, IL 60532		CITY, STATE, ZIP CODE Lisle, IL 60532	
CONTACT PERSON Mike Hynes		mhynes@metrasens.com	
PHONE NUMBER 704 785-5444		630 541-5733	
TAXPAYER ID NUMBER (TIN) 46-5010378	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE October 1, 2015	
PRINTED NAME SIMON GOODYEAR		TITLE Chief Executive Officer	

METRASENS

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR RFP B1Z16005

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

- 1.1 Pursuant to section 4.3 of RFP B1Z16005, "the offeror response shall not take exception or conflict with the mandatory requirements of the RFP including the RFP terms and conditions."

Metrasens included their own terms and conditions in their submitted proposal which take exception to the terms and conditions within RFP B1Z16005. Additionally, Metrasens submitted a signed Exhibit A agreeing that the terms and conditions of the Request for Proposal govern in the event of a conflict with the State of Missouri's Terms and Conditions and Metrasens' Terms and Conditions.

In its BAFO #001 response, Metrasens shall confirm its understanding and agreement that the Terms and Conditions of RFP B1Z16005 govern in the event Metrasens' Terms and Conditions contradict the RFP's Terms and Conditions.

1.1 Metrasens does not take exception to the mandatory requirements and agree with the terms and conditions.

- 1.2 Pursuant to paragraph 4.2.3, "the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected." Paragraph 4.2.3 further states, "The offeror may submit part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo." Additionally paragraph 4.2.3 states "the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo."

Metrasens submitted multiple documents within their proposal labeled "Confidential – not to be released outside of MO State Government" but failed to submit any explanation of how the material is qualified as confidential pursuant to the provisions of section 610.021, RSMo.

In its BAFO #001 response, Metrasens shall understand and agree that their proposal shall be considered an open record upon award of a contract or if all proposals are rejected. Further, Metrasens is responsible for providing an adequate explanation of what qualifies the material to be held as "confidential" pursuant to the provisions of section 610.021 as stated in paragraph 4.2.3 of RFP B1Z16005.

1.2 Metrasens agree that our proposal shall be considered an open record.

- 1.3 Pursuant to directions listed in the renewal options section of the pricing page of RFP B1Z16005, the offeror must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period.

Metrasens responded to the first renewal period indicating a zero (0%) percent increase, but failed to respond to the second renewal period, leaving the space for a price adjustment blank. (Corrected in the attached – should be ZERO

In its BAFO #001 response, Metrasens must comply with RFP requirements and indicate the maximum percentage of increase or minimum percentage of decrease for both renewal options one and two. In addition, Metrasens should review RFP paragraph 2.2.1 which gives the State the right to renew the contract for two (2) one year periods subsequent to the initial contract period.

1.3 Metrasens will comply by inserting "0" in the second term space, as we did in the first term. (Corrected & Attached below)

2. OFFEROR RESPONSE TO CHANGED REQUIREMENTS:

- 2.1 The RFP has been revised. Metrasens must indicate its understanding and acceptance of the revisions made to the RFP. If such revisions necessitate a change in pricing and/or change in your response, Metrasens is required to resubmit pricing and respond to the changed RFP.

2.1 Metrasens understands and accepts the revisions to this RFP with no change in pricing.

REVISED BY BAFO #001

The offeror is highly encouraged to give a detailed response in the available spaces by each specification detailing how the metal detector proposed meets the specification. Responses of "Agreed", "Comply", "Meets Specifications", "Yes", or "No" do not constitute an appreciable "detail" for a response.

MANDATORY REQUIREMENTS	OFFEROR'S RESPONSE
One pole walk-by system	Cellsense is a one pole system
Passive detection with no health risks to users, i.e., no medical condition use limitations, such as pacemaker or pregnancy	Cellsense detection system operates as a passive system with no health risk and no use limitations for health issues
Full field body scanner, from floor to top of head	Cellsense is a full body scanner from floor to top of head
Full body scan with single walk-by	Cellsense provides a full body scan with single walk-by
Complete body cavity detection; detection not minimized by body, leather, or other means of concealment	Cellsense provides complete body cavity detection; detection not minimized by body, leather, or other means of concealment. It far exceeds others in detection capability
360-degree field of detection	Cellsense offers 360-degree field of detection
Fully portable	Cellsense is fully portable and weighs less than 40 lbs. or can be separated from its base and weighs less than 20 lbs. by itself without the base. It comes with a hard sided and wheeled transport case. Cellsense fits easily into the case and is protected and has wheels for very easy transport by 1 person.
Capable of being set up by one person	Cellsense is capable of being set up by one person and offers unparalleled "ease-of-use".
Single piece unit with a total weight of 25 lbs or less OR Detection device able to separate from base with each piece being 25 lbs. or less	 OR Cellsense is able to separate from base with each piece being 25 lbs. or less. With the ability to separate from the base, Cellsense can be used horizontally on the ground, on a table, or even elevated on chairs to screen mattresses or other containers by sliding them underneath or by Cellsense.

Ability for covert detection through walls or screens	Cellsense has the ability for covert detection through walls or screens and has repeatedly demonstrated this effective screening capability far beyond any other system.
Ability to use multiple devices in tandem without interfering with each other	Multiple Cellsense units can be used in tandem without interference
No special programming or electronic skills shall be required for set-up, calibration or operation	Cellsense offers fast set-up within 30 seconds by one person with no displays to calibrate or to operate the system quickly and effectively.
Detects cell phones turned on and off	Cellsense detects cell phones turned on and off, whole or in pieces, on or in the body.
Detects all ferromagnetic objects	Cellsense detects all ferromagnetic objects
No effect on electronic devices	Cellsense has no effect on electronic devices
Interior or exterior use in wet or dry conditions	Cellsense may be used for Interior or exterior use in wet or dry conditions, indoors or outdoors.
Ability to use on concrete and in high metal environments with no interference or hindrance to performance	Cellsense provides the ability to use on concrete and in high metal environments with no interference or hindrance to performance. Cellsense is ideal for prison and detention facilities that are full of steel since these structures are stationary.
AC/DC operation	Cellsense may be used with AC/DC operation.
Minimum fifteen (15) hour operation time on maximum five (5) hour charge time	Cellsense has a 16 hour maximum operation time with a three hour charge time

CEIA/MSD, Metrasens CellSense or approved equivalent

Offeror to state the following:

Brand/Model No.: Metrasens, Cellsense

Extremely Urgent

1-800-PICK-UPS® (1-800-742-5877) or visit UPS.com®.

SHIPPING MANAGER
6308416509
METRASENS
2160 WESTERN COURT
LISLE IL 60532

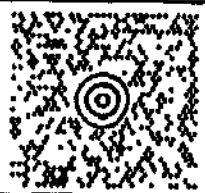
3 LBS

1 OF 1

DWT: 13,11,2

SHIP TO:

ATTENTION: NICOCLE BACKES
5737515341
STATE OF MO OFFICE OF PURCHASING
301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65101-1517



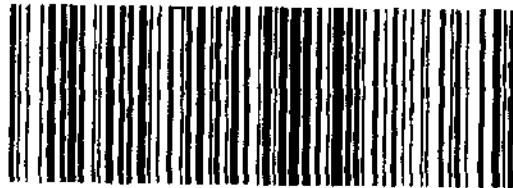
MO 651 0-01



UPS NEXT DAY AIR SAVER

TRACKING #: 1Z 16F 23R 29 9108 0964

1P



BILLING: P/P
SIGNATURE REQUIRED

Reference No.2: SECURITY/BAFO

UIB 17.6.02. WMTNVSU 68.0A 07/2016



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- UPS Worldwide Express®
- UPS 2nd Day Air®
- UPS Worldwide Expedited®

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- UPS Standard
- UPS 3 Day Select®

Apply shipping documents here

DPMN 2 OCT '15 AM 10:10

STATE OF MO OFFICE OF PURCHASING
301 W HIGH ST
JEFFERSON CITY MO 65101-1516

S. SOUTH
RDL-704-7777

1210E23R29108 09/34
OCT 02 09:15 AM 2015

mail Box

" x 11" x 2")





Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

October 16, 2015

Metrasens Inc.
Attn: Mike Hynes
2150 Western Ct., Suite 360
Lisle, IL 60532

VIA EMAIL: mhynes@metrasens.com

Dear Mr. Hynes:

In accordance with section 4.8 of RFP B1Z16005 – Ferromagnetic Metal Detectors, this letter shall constitute an official request by the State of Missouri to have Metrasens Inc. provide a demonstration of the proposed system's capabilities onsite in Jefferson City, Missouri.

The demonstration is scheduled for **Thursday, October 29th, 2015 at 11 A.M.** at the Jefferson City Correctional Center located at 8200 No More Victims Road, Jefferson City, Missouri. The offeror shall have one (1) hour to set up, demonstrate, answer any questions and disassemble their product proposed. All travel expenses incurred by the offeror regarding the demonstration will be the responsibility of the offeror as stated in paragraph 4.8.3 of RFP B1Z16005.

The demonstration is taking place in a correctional facility; therefore certain security measures must be followed. All personnel attending the demonstration must provide their name, social security number, and date of birth, no later than Tuesday, October 27th to Nicolle Backes at 573-751-5341, in order for the Department to conduct a Missouri Uniform Law Enforcement System (MULES) background check. Notification will be sent for any personnel not passing the background check. Each person attending the demonstration must show a valid state photo ID in order to be admitted into the facility the day of the demonstration.

The list below are items NOT allowed within the correctional facility. No weapons shall be brought on the premises; electronic devices must be left in the person's vehicle.

Items Not Allowed within the Corrections Center

- No weapons, including but not limited to: firearms, projectile weapons, knives, mace, tasers, etc.
- No electronic devices, including but not limited to: cell phones, cameras, pagers, laptops/electronic notebooks, electronic readers, electronic games, MP3 players, Ipods, media storage devices, etc.
- No purses.

If you have any questions regarding this demonstration request, please contact me at (573) 751-5341 or e-mail me at nicolle.backes@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Nicolle Backes
Nicolle Backes (Buyer)



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

September 30, 2015

Metrasens Inc.
Attn: Mike Hynes
2150 Western Ct., Suite 360
Lisle, IL 60532

VIA EMAIL: mhynes@metrasens.com

Dear Mr. Hynes:

In accordance with paragraph 4.4.1 of RFP B1Z16005 -- Ferromagnetic Metal Detectors, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) Request List and it includes a listing of areas identified in your proposal as concerns, areas requiring clarifications, and areas of deficiency which may not comply with the requirements of the RFP. The list also includes a request for specific responses to identified RFP paragraphs.

The second attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization. In addition, your detailed BAFO response should address each area identified on the BAFO Request List using the same numbering outline as the list. However, please be advised that it is not necessary for you to resubmit your entire proposal. Only the signed BAFO Form, your response to the BAFO Response List, and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need to be submitted.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" BY 5:00 PM CENTRAL TIME ON Monday, October 5, 2015 to:

Best and Final Offer Request
09/30/2015
Page 2

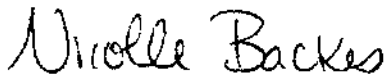
Attention: Nicolle Backes
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for B1Z16005" on the lower left corner. Please include the original plus four (4) copies (for a total of five (5) documents) of your response. Faxed or e-mailed responses are not acceptable.

You are reminded that pursuant to section 610.021, RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 751-5341 or e-mail me at nicolle.backes@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Nicolle Backes (Buyer)

c: Evaluation Team
RFP B1Z16005

Attachments: Best and Final Offer Request List
RFP including BAFO form

METRASENS

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR RFP B1Z16005

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

- 1.1 Pursuant to section 4.3 of RFP B1Z16005, "the offeror response shall not take exception or conflict with the mandatory requirements of the RFP including the RFP terms and conditions."

Metrasens included their own terms and conditions in their submitted proposal which take exception to the terms and conditions within RFP B1Z16005. Additionally, Metrasens submitted a signed Exhibit A agreeing that the terms and conditions of the Request for Proposal govern in the event of a conflict with the State of Missouri's Terms and Conditions and Metrasens' Terms and Conditions.

In its BAFO #001 response, Metrasens shall confirm its understanding and agreement that the Terms and Conditions of RFP B1Z16005 govern in the event Metrasens' Terms and Conditions contradict the RFP's Terms and Conditions.

- 1.2 Pursuant to paragraph 4.2.3, "the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected." Paragraph 4.2.3 further states, "The offeror may submit part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo." Additionally paragraph 4.2.3 states "the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo."

Metrasens submitted multiple documents within their proposal labeled "Confidential – not to be released outside of MO State Government" but failed to submit any explanation of how the material is qualified as confidential pursuant to the provisions of section 610.021, RSMo.

In its BAFO #001 response, Metrasens shall understand and agree that their proposal shall be considered an open record upon award of a contract or if all proposals are rejected. Further, Metrasens is responsible for providing an adequate explanation of what qualifies the material to be held as "confidential" pursuant to the provisions of section 610.021 as stated in paragraph 4.2.3 of RFP B1Z16005.

- 1.3 Pursuant to directions listed in the renewal options section of the pricing page of RFP B1Z16005, the offeror must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period.

Metrasens responded to the first renewal period indicating a zero (0%) percent increase, but failed to respond to the second renewal period, leaving the space for a price adjustment blank.

In its BAFO #001 response, Metrasens must comply with RFP requirements and indicate the maximum percentage of increase or minimum percentage of decrease for both renewal options one and two. In addition, Metrasens should review RFP paragraph 2.2.1 which gives the State the right to renew the contract for two (2) one year periods subsequent to the initial contract period.

2. OFFEROR RESPONSE TO CHANGED REQUIREMENTS:

- 2.1 The RFP has been revised. Metrasens must indicate its understanding and acceptance of the revisions made to the RFP. If such revisions necessitate a change in pricing and/or change in your response, Metrasens is required to resubmit pricing and respond to the changed RFP.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: BIZ16005
TITLE: Ferromagnetic Metal Detectors
ISSUE DATE: 8/3/2015

REQ NO.: NR 931 YYY15709230
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@dm.mo.gov

RETURN PROPOSAL NO LATER THAN: 8/14/2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Various Locations throughout the State of Missouri

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>Metrasens Inc.</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Metrasens Inc.</i>	
MAILING ADDRESS <i>2150 Western Ct. Suite 360</i>		IRS FORM 1099 MAILING ADDRESS <i>2150 Western Ct. Suite 360</i>	
CITY, STATE, ZIP CODE <i>Liste, IL 60532</i>		CITY, STATE, ZIP CODE <i>Liste, IL 60532</i>	
CONTACT PERSON <i>Mike Hynes</i>		EMAIL ADDRESS <i>mhynes@metrasens.com</i>	
PHONE NUMBER <i>704-785-5444</i>		FAX NUMBER	
TAXPAYER ID NUMBER (TIN) <i>46-5010378</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) <i>46501037800</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>August 7, 2015</i>	
PRINTED NAME <i>HARRY R SCHULTZ</i>		TITLE <i>Dir of Ops</i>	

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearances@dor.mo.gov

VENDOR NO TAX DUE

METRASENS INC
2150 WESTERN CT
SUITE 360
LISLE IL 60532

DATE ISSUED: NOVEMBER 10, 2015

MISSOURI TAX ID NUMBER: 22573372
FEDERAL IDENTIFICATION NUMBER: 465010378

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.6, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "Dwayne Naples".

Dwayne Naples
Administrator, Business Tax

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the purchase of ferromagnetic metal detectors in accordance with the requirements and provisions stated herein.
- 1.1.2 This is a rebid of IFB B1E14306. No contracts were awarded as a result of bidding B1E14306. For more details please contact the buyer.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 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 Division of Purchasing and Materials Management 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.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management 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. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state 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.

2.5 Contractor Liability:

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.6 Independent Contractor:

- 2.6.1 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 State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.7 Coordination:

- 2.7.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.8 Estimated Quantities:

- 2.8.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.9 Insurance:

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

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

2.10 Termination:

2.10.1 The Division of Purchasing and Materials Management 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 State of Missouri pursuant to the contract prior to the effective date of termination.

2.11 Payment Terms:

2.11.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. 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 RFP.

2.11.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.11.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>

2.12 Participation by Other Organizations:

2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

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

- 2.12.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.12.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.12.5 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. 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 and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.13 Contractor's Personnel:**
- 2.13.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.14 Subcontractors:**
- 2.14.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.15 Confidentiality and Security Documents:

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

2.16 Property of State:

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

2.17 Prison Rape Elimination Act (PREA) Requirements:

2.17.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

2.17.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.17.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

2.17.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

- b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

2.17.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3. PERFORMANCE REQUIREMENTS

3.1 General:

3.1.1 The contractor shall provide the ferromagnetic metal detectors on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the metal detection systems.

3.2 Delivery Performance:

3.2.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped *FOB Destination, Freight Prepaid and Allowed*. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

3.2.2 The correctional institutions listed on **Attachment #1** are all potential delivery locations; therefore, the contractor must be prepared to deliver to any location at the same pricing quoted on the contract pricing page. Delivery to all locations listed may not occur. Each location may have different delivery days and hours. The state agency observes state holidays; therefore, any shipments received on state-observed holidays or during non-standard operating hours shall be re-shipped at the contractor's expense. The contractor shall contact each location prior to delivery for specific instructions on accepted dates and times for delivery.

3.2.3 Deliveries shall be made as requested by the ordering institution. The contractor must coordinate his/her delivery schedule with the ordering institution. Any change in the delivery schedule must be approved by the ordering institution a minimum of twenty-four (24) hours in advance prior to the implementation date of such change.

3.3 Invoicing Requirements:

3.3.1 The contractor shall submit the invoices to the below address.

- a. Missouri Department of Corrections
Attn: Fiscal Management Unit/Accounts Payable
P.O. Box 236
Jefferson City, MO 65102

3.4 Warranty Requirements:

3.4.1 The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. At a minimum, the standard manufacturer's warranty shall provide any replacement parts and repair service at no additional cost to the state during the warranty period. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

3.5 Training:

- 3.5.1 It is highly desirable that the contractor provide training required for successful operation of the equipment. If provided, technical training shall take place on site at the location where units are being ordered. If provided, training shall include all trainers' fees, travel expenses, such as airfare, local transportation, meals and lodging, as well as all necessary training materials and support.
- 3.5.2 The contractor may schedule trainings for multiple locations on one day as agreed upon by the state agency and contractor.

3.6 Technical Support:

- 3.6.1 The contractor should provide telephone customer support Monday through Friday, 8 a.m. to 5 p.m. It is highly desirable that the contractor provide a toll free telephone number for support. In addition, the contractor should provide emergency technical support for after business hours and weekends.

3.7 Documentation

- 3.7.1 The contractor shall provide one (1) complete operations manual for each metal detection system upon delivery of the equipment at no additional cost to the state. The operations manual must include basic operating procedures for all features of the metal detection system.

3.8 Substitutions:

- 3.8.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 3.8.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 3.8.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.
- 3.8.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.
- 3.8.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.9 Replacement of Damaged/Defective Product:

- 3.9.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the state agency. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

4. OFFEROR'S SUBMISSION INFORMATION**4.1 Contact:**

- 4.1.1 Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc. related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official proposal opening date.

4.2 Submission of Offers:

- 4.2.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.
- 4.2.2 The offeror's proposal should include an original document, plus four (4) copies.
- 4.2.3 Open Records: Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.
- 4.2.4 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.3 Compliance with Terms and Conditions:

- 4.3.1 The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions.
- 4.3.2 The offeror is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- 4.3.3 The offeror's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the RFP, must be submitted herein. The offeror shall be required to do one of the following if terms and conditions are submitted: (1) The offeror must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the RFP BIZ16005, the RFP shall govern" or (2) Sign the signature block in Exhibit A, entitled "Addendum to the Offeror's Terms and Conditions". Failure to place this statement with the offeror's terms and conditions or not signing Exhibit A and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the offeror.

4.4 Competitive Negotiation of Proposals:

- 4.4.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.

- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.5 Business Compliance:

4.5.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

4.6 Evaluation and Award Process:

4.6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost	100
Product Demonstration	50
Offeror Experience & Reliability	20
Contractor Support	20
MBE/WBE Participation	10
TOTAL	200

4.6.2 Separate evaluations will be conducted for each line item listed on the Pricing Page of the RFP. Therefore, a separate award may be made for line item 001 and line item 002; or for only line item 001 or 002.

4.6.3 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.7 Price Submission and the Evaluation of Cost:

- 4.7.1 The offeror shall submit a firm fixed unit price for each line item the offeror chooses to propose on the Pricing Page of the RFP. The pricing shall be quoted FOB Destination, Freight Prepaid and Allowed. The pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.
- 4.7.2 The evaluation of cost shall be objective based on the firm, fixed prices stated on the Pricing Page. The cost evaluation shall include all mandatory requirements, including delivery, warranty and documentation. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary. The cost evaluation shall be completed as follows:
- a. The firm, fixed unit price submitted for line item 001 shall be multiplied by the estimated quantity indicated on the Pricing Page of the RFP for the original contract period. The evaluation shall consider a quantity of one (1) each for each of the succeeding renewal periods.
 - b. The lowest overall total for line items 001 shall receive the maximum allowable cost points (100 points). All competitors shall be prorated between offerors based on the lowest offeror's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{array}{l} \text{Maximum} \\ \text{Allowable} \\ \text{Cost} \\ \text{Points} \end{array} = \text{Cost evaluation points} \\ \text{for line item 001}$$

- c. The firm, fixed unit price submitted for line item 002 shall be multiplied by the estimated quantity indicated on the Pricing Page of the RFP for the original contract period. The evaluation shall consider a quantity of one (1) each for each of the succeeding renewal periods.
- d. The lowest overall total for line items 002 shall receive the maximum allowable cost points (100 points). All competitors shall be prorated between offerors based on the lowest offeror's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{array}{l} \text{Maximum} \\ \text{Allowable} \\ \text{Cost} \\ \text{Points} \end{array} = \text{Cost evaluation points} \\ \text{for line item 002}$$

4.8 Evaluation of Product Demonstration:

- 4.8.1 It is highly desirable that the offeror provide a demonstration of his/her system's capabilities onsite in Jefferson City, Missouri on a predetermined date after the RFP has closed. The demonstration will be conducted by the Department of Corrections in conjunction with the Division of Purchasing and Materials Management. The only allowed location for the product demonstration will be in Jefferson City, Missouri. The offeror's failure to conduct a product demonstration may negatively impact the evaluation of the offeror's proposal.
- 4.8.2 The demonstration will test the product's capabilities on how well it identifies contraband (i.e. cell phones, knives, razor blades) that could potentially cause an issue if brought into a facility.
- a. All proposed products will undergo the same testing to gauge the product's capabilities.
- 4.8.3 All travel and other expenses incurred by the offeror regarding the demonstration will be the responsibility of the offeror.

4.9 Evaluation of Offeror's Experience and Reliability:

- 4.9.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process.
- 4.9.2 The offeror should present the company's history, including the number of years the company has been in business, in **Exhibit B**. The offeror should indicate if the company has any experience serving the Missouri market.
- 4.9.3 The offeror should provide at least three (3) references. For each reference, offeror should specify if the business relationship is the result of a formal contract, and if the business relationship is exclusive or non-exclusive. The offeror should provide references from accounts that are either state governments or municipalities when possible. **Exhibit B** is provided for the offeror's use in presenting this information. Offerors will be rated higher if the references with state governments or municipalities, with similar characteristic to the State of Missouri needs are satisfied. Additionally, the better reliability to serve the state agency will result in higher ratings.

4.10 Evaluation of Offeror's Contractor Support:

- 4.10.1 The offeror's proposed technical support will be subjectively evaluated. Therefore, the offeror should submit detailed information on **Exhibit C**, related to the support that is offered, including the phone numbers needed to reach customer support.
- 4.10.2 If the offeror is able to provide training, list in detail on **Exhibit C**, the information which will be subjectively evaluated.
- 4.10.3 The warranty will be considered subjectively in the evaluation process. Therefore, the offeror should provide the information requested in **Exhibit C** relating to the warranty being offered on the metal detectors.
- 4.10.4 The offeror should provide the length of time for delivery after receipt of the order on **Exhibit C**, which will be considered subjectively in the evaluation process.
- 4.10.5 In addition to the information above, the offeror should provide a description of the offeror's economic impact on the State of Missouri as this information will also be subjectively evaluated. This information can also be provided on **Exhibit C**.

4.11 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

- 4.11.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs 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 MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.11.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.11.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.11.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit D, Participation Commitment**, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** - The offeror must either provide a properly completed **Exhibit E, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit E, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

4.11.5 **Commitment** - If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit D, Participation Commitment**, shall be interpreted as a contractual requirement.

4.11.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.11.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oee.mo.gov>

4.12 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

Organizations for the Blind and Sheltered Workshops

4.12.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror'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 offeror 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 offeror must provide the following information with the proposal:

- Participation Commitment - The offeror 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit E, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit E, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>

c. The websites for the Missouri Lighthouse for the Blind and the Alaphointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit D, Participation Commitment**, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

4.12.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) 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). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE 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 SDVE are utilized, to any extent, in the offeror'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) In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:
- Participation Commitment - The offeror must complete **Exhibit D, Participation Commitment**, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The offeror must either provide a properly completed **Exhibit E, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
 - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror must provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ 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.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete **Exhibit E, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment - If awarded a contract, the SDVE participation committed to by the offeror on **Exhibit D, Participation Commitment**, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is 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;
 - 2) SDVE has 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;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

- 4) SDVE has 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
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.13 Unit of Measure:

- 4.13.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the offeror offers that item, then the unit of measure being proposed by the offeror must be clearly identified on the pricing page. All mathematical conversions should be shown by the offeror, and must be provided upon specific request from the Buyer.
- 4.13.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Offerors are encouraged to contact the Buyer prior to submission of their proposal to discuss anticipated unit modifications. The offeror is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the proposal for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.14 Description of Product:

- 4.14.1 The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.15 Preprinted Marketing Materials:

- 4.15.1 The offeror may submit preprinted marketing materials with the proposal. However, the offeror 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 offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.15.2 It is the offeror's responsibility to provide detailed information about how the item proposed meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product bid meets specifications.

4.16 American Made:

- 4.16.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.16.2 Offerors 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 offerors whose products do not qualify.

- 4.16.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.16.4 If the offeror claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.16.5 In accordance with the Buy American Act, the offeror must provide proof of compliance with section 34.353, RSMo. Therefore the offeror should complete and return **Exhibit F**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 4.16.6 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details with the proposal.
- 4.17 Proposal Detail Requirements and Deviations:**
- 4.17.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 4.17.2 **Offerors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.
- 4.18 Open Competition:**
- 4.18.1 Any manufacturer's name, 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.
- 4.18.2 The offeror may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the offeror must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

PRICING PAGE

The ferromagnetic metal detectors shall conform to the specifications contained herein. The offeror must state a firm, fixed unit price for the line item the offeror chooses to propose, i.e. either line item 001, 002 or both. The price stated must include delivery, training, warranty and product documentation. The price shall be quoted **FOB Destination, Freight Prepaid and Allowed** and shall be considered firm and fixed for the duration of the contract period.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	C/S Code: 68044 Detectors, Gun and Metal Ferromagnetic metal detection system One pole walk-by system	5	EA	\$7,195.00

In addition to the following minimum mandatory required equipment, the metal detector shall be equipped with all standard equipment for the model specified. Ag

Offeror should address in the available spaces by each specification how the metal detector proposed meets the specification

<u>MANDATORY REQUIREMENTS</u>	<u>OFFEROR'S RESPONSE</u>
One pole walk-by system	Agreed →
Passive detection with no health risks to users, i.e., no medical condition use limitations, such as pacemaker or pregnancy	Agreed
Full field body scanner, from floor to top of head	Agreed
Full body scan with single walk-by	Agreed
Complete body cavity detection; detection not minimized by body, leather, or other means of concealment	Agreed
360-degree field of detection	Agreed
Fully portable	Agreed
Capable of being set up by one person	Agreed
Single piece unit with a total weight of 25 lbs or less OR Detection device able to separate from base with each piece being 25 lbs or less	 OR Agreed
Ability for covert detection through walls or screens	Agreed
Ability to use multiple devices in tandem without interfering with each other	Agreed
No special programming or electronic skills shall be required for set-up, calibration or operation	Agreed
Detects cell phones turned on and off	Agreed
Detects all ferromagnetic objects	Agreed
No effect on electronic devices	Agreed
Interior or exterior use in wet or dry conditions	Agreed
Ability to use on concrete and in high metal environments with no interference or hindrance to performance	Agreed
AC/DC operation	Agreed
Minimum fifteen (15) hour operation time on maximum five (5) hour charge time	Agreed

CELA/MSD, Metrasens CellSense or approved equivalent

Offeror to state the following:

Brand/Model No.: Metrasens Cellsense/CSFS

002

C/S Code: 68044

2

EA

\$ _____

Detectors, Gun and Metal

Ferromagnetic metal detection system

Two-pole walk through with pressure sensitive mat

In addition to the following minimum mandatory required equipment, the metal detector shall be equipped with all standard equipment for the model specified.

Offeror should address in the available spaces by each specification how the metal detector proposed meets the specification

MANDATORY REQUIREMENTS	OFFEROR'S RESPONSE
Two-pole walk through with pressure sensitive mat	
Passive detection with no health risks to users, i.e., no medical condition use limitations, such as pacemaker or pregnancy	
Full field body scanner, from floor to a minimum of seventy-five (75) inches high	
Full body scan with single walk-through	
Complete body cavity detection; detection not minimized by body, leather, or other means of concealment	
No special programming or electronic skills shall be required for set-up, calibration or operation	
Detects cell phones turned on and off	
Detects all ferromagnetic objects	
No effect on electronic devices	
Interior or exterior use in wet or dry conditions	
Ability to use on concrete and in high metal environments with no interference or hindrance to performance	
AC/DC operation	
Minimum ten (10) hour capability on charge	
Minimum ten (10) levels of sensitivity adjustment	
Minimum total twelve (12) separate detection zones, i.e., minimum six (6) per pole.	
Each pole shows location detected item using brightness gauge or other visual method proportional to proximity of item.	

SentryHound Cell Phone Security Detection Portal or approved equivalent

Offeror to state the following:

Brand/Model No.: _____

EXHIBIT A

ADDENDUM TO THE OFFEROR'S TERMS AND CONDITIONS

By signing the signature block below, the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the offeror's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the RFP's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's response or pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

(SIGNATURE REQUIRED)

AUTHORIZED SIGNATURE	DATE
<i>[Handwritten Signature]</i>	August 10 2015
PRINTED NAME	TITLE
HARRY R SCHULTZ	DIR of OPS
OFFEROR'S COMPANY NAME	
Metrasons Inc.	

EXHIBIT B**OFFEROR'S EXPERIENCE & RELIABILITY****OFFEROR'S BUSINESS HISTORY AND EXPERIENCE**

The offeror should provide detailed information below concerning the company's history including how long the company has been in business and any experience serving the Missouri market.

Metrasens, the makers of Cellsense, was established in July 2005 and was the first organization to offer ferromagnetic detection (FMD) technology to the Corrections Market. We service numerous detention facilities (22 DOC's), government agencies, international entities, and private sector companies needing cell phone and contraband detection. We are currently working with Lawrence County, MO.

OFFEROR'S REFERENCES

Company Name: NC DPS

Contact Name: Joel Herron

Contact's Title: Chief of Security - NC DPS (Retired)

City: Raleigh State: NC

Telephone Number and Area Code: 910-215-7370

E-mail Address: Joelh875@aol.com

Description of Equipment/Services Furnished: Cellsense/Training

Availability of Reference: Phone/email

Company Name: IN DOC

Contact Name: Jim Basinger

Contact's Title: Deputy Commissioner - IN DOC

City: Indianapolis State: IN

Telephone Number and Area Code: 317-232-5723

E-mail Address: jbasinger@idoc.in.gov

Description of Equipment/Services Furnished: Cellsense/Training

Availability of Reference: phone/email

Company Name: AR DOC

Contact Name: Randy Shores

Contact's Title: Major

City: Pine Bluffs State: AR

Telephone Number and Area Code: 870-267-6305

E-mail Address: randy.shores@arkansas.gov

Description of Equipment Furnished: Cellsense/training

Availability of Reference: phone/email

Additional Reference

AL DOC
Gwen Mosley
Intuitional Coordinator (Southern Region)
Montgomery, AL
334-353-3813
Gwendolyn.mosley@doc.alabama.gov
Cellsense/Training
Phone/email

EXHIBIT C
CONTRACTOR SUPPORT

TECHNICAL SUPPORT

The offeror should provide detailed information below concerning the technical support to be provided.

1. **Customer Support Phone Number (Identify if the number is toll free):**
630-541-6509 - Not toll free
2. **Emergency Contact Name:** Alvin Mathew
3. **Emergency Contact Phone Number:** 630-541-6509
4. **Technical Support Coverage Includes: All questions regarding operation, parts, trouble shooting, shipping, warranty info, ect. (SEE ATTACHMENT)**

TRAINING

It is highly desirable the the offeror provide training. The offereor should provide the following information regarding training offered for the metal detection systems.

1. Indicate the topics the training covers: See Training Attachment

2. Indicate the length of training offered, i.e., Days, Hours, etc 4 Hours (2 hours classroom, 2 hours deployment *See attachment for training cost schedule if additional on-site training is need

3. Indicate any additional no cost training offered, i.e., ongoing, refresher training, or web training. _____
Phone support offered during normal business hours

WARRANTY

The proposed detector shall have a standard manufacturer's warranty pursuant to paragraph 3.4.1 herein. The offeror should provide the following information regarding the warranty offered:

1. What is covered by the warranty? (i.e., parts, labor or other) See Attachment

2. Indicate the length of the warranty from date of acceptance by state: 3 Years on unit and battery

DELIVERY

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If the offeror's delivery is different, the offeror should state delivery in days after receipt of order: 30 calendar days ARO.

MISSOURI ECONOMIC IMPACT

In addition, the offeror should provide detailed information below concerning the services performed in the State of Missouri:

1. The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

none

2. The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

none

3. The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

none

OFFSHORE PRODUCT/SERVICE

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

Cellsense is manufactured in the UK

EXHIBIT D

PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, **divide** the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
LINE ITEM 001		
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total MBE Percentage:	%	
LINE ITEM 002		
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total MBE Percentage:	%	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
LINE ITEM 001		
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
LINE ITEM 002		
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total WBE Percentage:	%	

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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
LINE ITEM 001	
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
LINE ITEM 002	
1.	Product/Service(s) proposed: ----- RFP Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
LINE ITEM 001		
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
LINE ITEM 002		
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (if SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of certification) Expiration Date: _____

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

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
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

*Date
(Dated no earlier than the RFP issuance date)*

EXHIBIT E (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing and Materials Management (DPMM), the offeror **must** provide the following SDV documents:

- 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.

(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.)

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

- No, I have not previously submitted the SDV documents specified above to the DPMM and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

EXHIBIT F

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the offeror is instructed to provide information regarding the point of manufacture for each of the products being proposed 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 offeror 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 exist:

- 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 OFFEROR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed 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 proposed fall into the prior two categories so an item-by-item certification is necessary.

The offeror 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 proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

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

Check the box to the right if ALL products proposed 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 PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, 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 proposed 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 proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
CSCC	Aven, Co		

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

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

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
CSFS	UK		

(Exhibit continues on next page)

EXHIBIT F, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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 proposed 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 proposed 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 offeror 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 (If submitting proposal electronically, scanned or typed signature is acceptable)

[Handwritten Signature]

COMPANY NAME

NETRASENS INC.

ATTACHMENT #1**ALGOA CORRECTIONAL CENTER**

8501 No More Victims
Jefferson City MO 65101

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan St
Boonville MO 65233

CHILLICOTHE CORRECTIONAL CENTER

3151 Litton Rd
Chillicothe MO 64601

CREMER THERAPEUTIC CENTER

689 Highway O
Fulton MO 65251

CROSSROADS CORRECTIONAL CENTER

1115 E Pence Rd
Cameron MO 64429

**EASTERN RECEPTION DIAGNOSTIC
AND CORRECTIONAL CENTER**

2727 Highway K
Bonne Terre MO 63628

FARMINGTON CORRECTIONAL CENTER

1012 West Columbia
Farmington MO 63640

**FULTON RECEPTION AND
DIAGNOSTIC CENTER**

1393 Highway O
Fulton MO 65251

JEFFERSON CITY CORRECTIONAL CENTER

8416 No more Victims, Dock B
Jefferson City MO 65101

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly MO 65270

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific MO 63069

KANSAS CITY REENTRY CENTER

651 Mulberry
Kansas City MO 64101

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville MO 64468

NORTHEAST CORRECTIONAL CENTER

13698 Airport Rd
Bowling Green MO 63334

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland MO 65652

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point MO 63660

SOUTH CENTRAL CORRECTIONAL CENTER

255 W highway 32
Licking MO 65542

SOUTHEAST CORRECTIONAL CENTER

300 East Pedro Simmons Drive
Charleston MO 63834

TIPTON CORRECTIONAL CENTER

619 N Osage Avenue
Tipton MO 65081

**WOMAN'S EASTERN RECEPTION AND
DIAGNOSTIC CORRECTIONAL CENTER**

1101 East Highway 54
Vandalia MO 63382

WESTERN MO CORRECTIONAL CENTER

609 E Pence Rd
Cameron MO 64429

**WESTERN RECEPTION AND DIAGNOSTIC
CORRECTIONAL CENTER**

3401 Faraon St
St Joseph MO 64506

ST LOUIS COMMUNITY RELEASE CENTER

1621 N First
St Louis MO 63102

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors 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 Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMS (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 operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- 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 RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ 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. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobl.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors *must* examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 offeror 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 proposal. In addition, the offeror 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 RFP.
- e. In the event that the offeror 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 RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM 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 RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM 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 DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed 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.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. 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 an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal 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).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 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 DPMM or by a modified purchase order 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.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. 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. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri 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 state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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 State of Missouri 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 State of Missouri'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.

13. 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

14. 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 proposal 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.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri 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 State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM 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 10 working days from notification, or at a minimum the contractor must provide DPMM within 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 DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. 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 DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. 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;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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.

21. AMERICANS WITH DISABILITIES ACT

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).

22. FILING AND PAYMENT OF TAXES

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 officer's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

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

Revised 12-27-12

END OF DOCUMENT

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The Cellsense Advantage

Metrasens, the makers of Cellsense, was the first organization to offer ferromagnetic detection (FMD) technology to the Corrections Market. Our company founders are the thought leaders in ferromagnetic detection with over 100 combined years of experience in magnetic. We are now serving 22 US Department of Corrections. We also service numerous local detention facilities, government agencies, international entities, and private sector companies needing cell phone and contraband detection. No other company is as committed, specialized, or exclusive to FMD detection as Metrasens. Please compare the equipment side by side in provisioning this specialized technology. The primary advantages of Cellsense are:

- **Versatility**- Cellsense is the only FMD system with the ability to operate in either Free-Standing mode (with an accompanying base) or separated from its base. Once separated, Cellsense can be deployed horizontally to search mail, laundry bags, mattresses, and other non traditional items. Cellsense can also be wall-mounted anywhere in the facility using custom brackets designed by Metrasens. *(Please see Versatility Brochure attachment)*
- **Detection** – Due to its superior detection capabilities, Cellsense does not require accessories (like a headset) for successful covert screening.
- **Custom Carry Case** – The Cellsense Carry Case is specifically designed and constructed for durability, travel, and protection. The case contains built-in wheels for ease of transport *(Picture attached)*
- **Durability**- Reinforced 1 piece design provides maximum protection against potential misuse and inmate abuse.
- **Ease of Use**- Cellsense can be set up and deployed by one person in less than 30 seconds and requires no calibration.
- **Battery** – Cellsense utilizes a Dry Cell Battery (sealed lead acid, not lithium ion or nickel) for use in extreme environmental conditions and for superior performance against memory loss.
- **Warranty**- Cellsense comes with a 3 year warranty on the unit and battery.
- **Training** – Metrasens offers the most comprehensive training in the industry *(please see attached document for training details and cost schedule)*

We appreciate your consideration and feel Cellsense's additional detection capabilities will provide you with the best overall solution to suit your needs. Please visit www.cellsensegroup.com for a short video and additional product details.

** Confidential - Not to be released outside MO State Government*

Training

Cellsense is the right choice in detection equipment, and can count on Metrasens to provide unparalleled training and support. Our Cellsense Trainer will bring you hands-on instruction customized to your facility needs. Additionally, we'll share best practices based from our learnings with hundreds of correctional facilities successfully using Cellsense throughout the USA and beyond.

Cellsense training covers:

- Understanding how Cellsense operates
- How to search people and items such as laundry, mail, commissary items, etc.
- Advanced search protocols
 - Planning a major search such as a shake-down or sweep
 - Working with CERTs (emergency response teams)
- Planning for your facility
 - Strategic placement that works for you
 - Strategies for success specific to you
- Live onsite deployment and search with our trainer working hands on with your team including behind-the-fence
- Best Practice - tips & successes from other facilities
- Great ongoing support - we give you direct access to our dedicated team of deployment specialists, trainers and service engineers available for your call to discuss any aspects of Cellsense.

Our training services are completely flexible to your needs, with on or off site, in-person or webinar. Consider training immediately after receiving your Cellsense unit and again as your search techniques and/or personnel may change.

Training Cost Schedule

- Bid Price of \$7,195 includes (1) free training for each DOC facility that purchases a Cellsense unit
- Additional On-Site Training can be purchased for \$1,495 should the facility require more than 1 visit

Service

You can count on Metrasens for excellent customer service and ongoing support. Quality is important to us, and that's why we manufacture each Cellsense unit to our ISO 9001-certified standards. That's also why we have the longest warranty in the business—three years, including the battery.

For convenience, Cellsense accessories are available at our online store where you can order with a credit card and receive fast delivery.

If you need service or repairs, simply ship your product back to our office in Illinois where our in-house expert technicians will restore your product. This central location means we can guarantee 5-day turnaround from receipt of your order. For your convenience, we can send you a return packing case and pre-paid postage label. Just let us know if you'd like to take advantage of this offer.

For the greatest ease, let us handle on-going maintenance. Our dedicated Service team offers an annual service program so that you can be sure your product is kept in optimal condition. The annual service program also extends your warranty – and again – this includes the battery!

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METRASENS INCORPORATED (SECURITY DIVISION)

TERMS AND CONDITIONS OF SALE

Goods and Services furnished by the Seller and sold only on the terms and conditions stated herein. Notwithstanding any terms on the Customer's order.

1. Definitions

- (1) The "Seller" shall mean Metrasens.
- (2) The "Buyer" shall mean the organisation accepting the Seller's quotation (whether written or oral) embodying these conditions.
- (3) The "Goods" shall mean products or services covered by the purchase order.

2. Quotations and Prices

- (1) All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face hereof.
- (2) Unless otherwise specified in writing, all quotations expire 60 days after date of issue and may be terminated earlier by notice and constitute only solicitations for offers to purchase.
- (3) The prices of the goods shall be the Seller's quoted price. Where no price has been quoted, the price listed in the Seller's published price list current at the date of placement of order.
- (4) Unless otherwise stated in writing by the Seller, all prices quoted shall be FOB Origin, Freight Prepaid & Add and shall be exclusive of, insurance, installation, commissioning, taxes or duties levied on the Seller in the Buyer's State with reference to the goods or any work undertaken for the Buyer and any other ancillary costs in respect of which the Seller shall be entitled to make additional charges.
- (5) On no account may cancellation be accepted for any Order. Orders may be modified after prior negotiation and agreement. Notification of any request for modification must be made in writing at least 30 days before the date of despatch of Goods.

3. Terms of Payment

- (1) The ownership of the goods shall remain with the Seller until payment in full has been received.
- (2) Payment terms are 30 days from date of issue of invoice. Payment shall be made in the currency in which the goods are invoiced.

4. Shipment

- (1) Shipment time will be as quoted on the order acknowledgement. Although the Seller will endeavour to supply the Goods within the specified delivery time, because of the possibility of delays on the part of the Seller's suppliers and production difficulties that time is an estimate only. Accordingly the Seller shall not be liable for any delay in shipment however caused.
- (2) Any shipment time specified shall in any event be extended by any period or periods during which the manufacture or shipment of the Goods or to the rework by the Seller in connection with the contract is delayed due to:-
 - (a) fire, explosion, flood, storm or accident;

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- (b) sabotage, strikes (official and unofficial), riot, acts of war, (whether war be declared or not) or civil commotion;
 - (c) shortage of labor, power or materials, delays by the Seller's suppliers, plant breakdowns or technical difficulties connected with the manufacture;
 - (d) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority;
 - (e) import or export regulations or embargoes or in any event or circumstances beyond the control of the Seller.
- (3) The Seller may cancel or delay shipment of the Goods in the event of an arrearage in the Buyer's account with the Seller.
 - (4) Any claim in respect of error in type of Goods or in respect of the condition of the Goods shipped must be made in writing to the Seller within 14 days of receipt of the Goods by the Buyer. In the case of non-shipment or part shipment of Goods, notification must be given to the Seller immediately an invoice is received.
 - (5) The furnishing by the Seller of Goods to the Buyer shall constitute acceptance of the Goods by the Buyer, unless notice of defect or nonconformity is received in writing by the Seller within 14 days of receipt of the Goods at the Buyer's designated receiving address.

5. Transportation and Risk of Loss

- (1) The risk in the Goods shall pass to the Buyer at the FOB point noted in Section 2(4), which shall be the point of manufacture or such other place as the Seller shall specify in writing, notwithstanding installation by or under supervision of the Seller.
- (2) If the Seller agrees to arrange freight or insurance on behalf of the Buyer, all charges and expenses in connection therewith shall be invoiced to the Buyer and paid within the period specified in 3(2).
- (3) Transportation will normally follow Buyer shipping instructions but the Seller reserves the right to ship Goods freight collect and to select the means of transportation and routing when Buyer's instructions are deemed unsuitable. Unless otherwise advised Seller may insure value of Goods and declare full value thereof to the transportation company at the time of shipment and all freight and insurance costs shall be for the Buyer's account.

6. Warranty

- (1) The Seller's applicable standard warranty is incorporated herein by this reference. Repair, or at the Seller's option replacement of defective parts shall be the sole and exclusive remedy under warranty.
- (2) The warranty period for equipment is 3 years from the date of issue of invoice, unless otherwise specified in the Seller's invoice. The warranty period for replacement parts is 90 days from date of issue of invoice.
- (3) No liability under warranty or thereafter for any deficiency in the equipment resulting from improper use, faulty storage, insufficient care, normal wear and tear and unauthorized servicing is accepted.
- (4) In all cases, the Seller has sole responsibility for determining the cause and nature of failure and Seller's determination with regard thereto shall be final.
- (5) In the event of a legitimate fault being found in the product the Seller will return the Goods freight prepaid by means of transportation acceptable to the Seller. Before such Goods are returned to the Seller, the Buyer shall complete and submit to the Seller, a Return Material Authorization form, which shall be acknowledged by the Seller, on which such Goods can then be shipped.

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- (6) If it is found the Seller's Goods have been returned without cause and are still serviceable, the Buyer will be notified and a charge for testing and examination may be made at the Seller's sole discretion on any Goods so returned.

7. Servicing Period

- (1) Servicing for products manufactured by Metrasens will be provided for 7 years from date of invoice of the equipment. The Seller shall not be held liable for provision of this service through circumstances beyond its control.

8. Spare Parts

- (1) Spare parts for the Goods may be purchased by the Buyer direct from the Seller. Use of any spare parts not provided by the Seller or an authorized distributor will result in immediate voiding of the warranty.

9. Drawings and Specifications

- (1) Seller's documents supplied with quotations or Goods cannot be used for any purpose other than in connection with the Seller. All rights hereto are reserved and no document can be copied or distributed in part or in whole without specific permission in writing from the Seller. The Buyer specifically agrees not to reproduce the specified Goods for sale or use.
- (2) As part of the Seller's policy of the development of its products, improvements are made in design from time to time and the Seller reserves the right to supply substitute materials, components and units in place of the products ordered (and which shall thereby become "the Goods" for the purposes of the order) at no greater price than that specified in the price list current at the date of placement of order. The Buyer will be notified of any substantial changes made to the Goods before they are dispatched.



Cellsense Manufacturer's Warranty

Cellsense technology is protected by patents pending

Warranty Cover

Your product is warranted against defects in materials and workmanship for the period stated in the product terms and conditions of sale.

The start date of any such warranty is the date of invoice. If the product is installed by Metrasens (hereby known as The Company), or a Company approved service agent, the warranty will start from the date of the completed install.

If your product fails in this warranty period, and the product has been used in accordance with the user manual, The Company will repair or exchange the product at no charge, with a product at least functionally equivalent to the original product.

This warranty also covers any replacement products or parts provided as part of a warranty claim from the date of the replacement or repair for ninety days or for the remaining portion of the original product's warranty, whichever provides longer coverage. In the event of a warranty claim, the Customer is responsible for return shipping costs. The Company is responsible for repair and/or replacement costs and shipping costs back to the Customer.

Exclusions

This warranty does not apply if:

- The product has been tampered with in any way. This includes removal or defacement of serial numbers, opening the casing, or any modifications of any sort unless carried out by The Company itself or a Company approved service agent. If an approved service agent is authorized to carry out any modifications this will be stated in writing by The Company
- The product has been damaged in any way, externally or internally. This includes damage caused by accident, water/dust ingress, abuse, misuse and/or misapplication

For clarity, the battery is included for the full life of the warranty.

Limitations

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. The Company specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If The Company cannot lawfully disclaim or exclude implied warranties under applicable law then, to the extent possible, any claims under such implied warranties shall expire on expiration of the warranty period.

To the maximum extent permitted by law, The Company is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory. For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. To the extent that liability under such consumer protection laws and regulations may be limited, The Company's liability is limited, at its sole option, to replacement with a new or graded product, to a repair of the product or supply of the repair service again.

No approved reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Thank you.

OPTIONAL ACCESSORIES/SPARE PARTS

Base unit with suction feet	\$495.00
Hard-sided transportation case	\$295.00
Hard-sided transportation case shoulder strap	\$25.00
Replacement battery charger	\$195.00
Cellsense® wall-mounting kit (for removable or permanent mounting)	\$195.00
Cellsense® water-resistant cover for (for outdoor use)	\$195.00
Adhesive floor mat	\$195.00

OPTIONAL MAINTENANCE AND SERVICES

Upgrade to PRIORITY WARRANTY (to initial 3-year warranty)	\$2,695.00
Includes: <ul style="list-style-type: none">- Priority response to service calls- Priority response to repairs performed by a certified Metrasens technician- Access to loaner unit while system is under repair- One (1) annual Preventative Maintenance Inspection (PMI) per year for three years- One (1) battery replacement in third year of warranty- All shipping associated with repair and loaner units	
Extended Warranty (1 year)	\$995.00
Includes: <ul style="list-style-type: none">- Extension of standard warranty terms for one year.- See warranty statement for details	
Annual Preventative Maintenance Inspection (depot only)	\$595.00
Includes: <ul style="list-style-type: none">- Annual system inspection and corrective maintenance (if necessary) performed by a certified Metrasens technician- All shipping associated with PMI	

*****ALL ACCESSORIES AND WARRANTY UPGRADES ARE OPTIONAL*****



* Confidential - Not to be released outside MO State Government

cellsense™

Easy and Cost Effective Cell Phone Detection

The Cellsense detectors worked very well for clearing lots of inmates in a short time with a minimal amount of staff. Previously it would take 10 staff almost an hour to clear a building with 200 inmates using hand wands. With 5 staff we were able to clear a building with 200 inmates in about 40 minutes.

California Prison Officer

Detects All Cell Phones

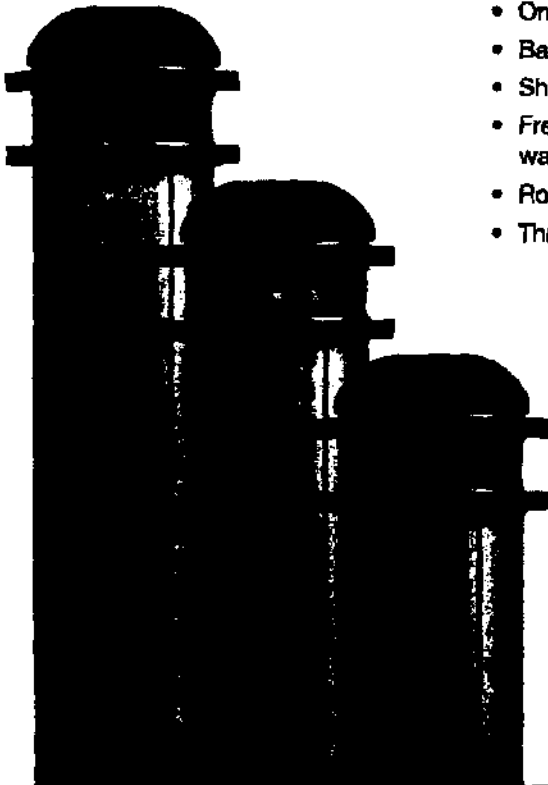
- Even if switched off
- Even if concealed in a body cavity

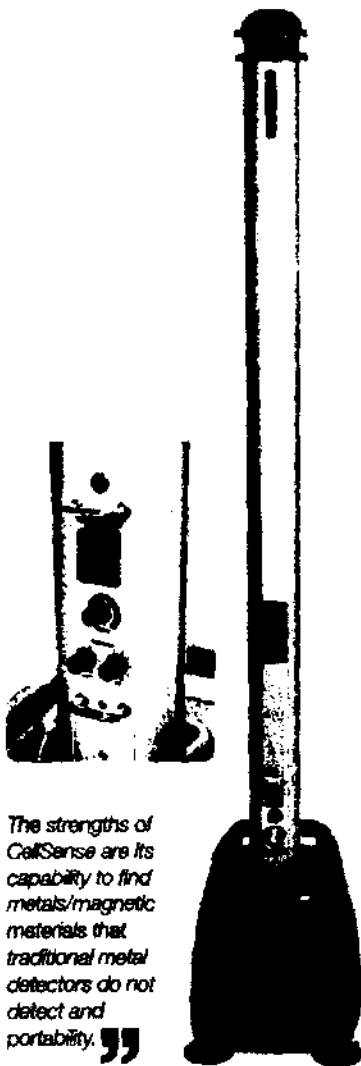
Key Features

- High portability
- Immediate deployment
- Simple to operate
- Intuitive display
- One person set up
- Battery or mains
- Shower proof
- Freestanding or wall-mounted
- Robust design
- Three year warranty

Operational Benefits

- Full body scan with single walk by
- Large numbers of prisoners scanned quickly
- Body cavity detection
- Bedding and personal effects scanning
- Goods screening
- Covert screening option
- Surprise element (unannounced deployment)
- Psychological effect (unknown technology)
- Suitable for all types of correctional facility





“The strengths of CellSense are its capability to find metals/magnetic materials that traditional metal detectors do not detect and portability.”

Texas DOC
Operations Manager

► **Unique**

CellSense detects moving ferromagnetic objects and is ideal for cell phone detection. Cell phones are increasingly manufactured with reduced metal content, making detection using conventional metal detectors less certain. Cell phones do however contain essential ferromagnetic components that are readily detected by CellSense.

► **Safe**

Unlike conventional metal detectors, CellSense is entirely passive and so there are no health and safety concerns when scanning subjects overtly or covertly. CellSense has no effect on electronic devices such as pacemakers and is harmless to pregnant women. No one can object to being scanned on health grounds.

► **Flexible**

Its award winning design means that it is ready quickly and easily as a freestanding portable unit or as a wall mounted unit. It takes under 60 seconds to set-up and is deployed immediately by one person.

► **Easy**

CellSense is typically deployed without warning at any area of inmate association, e.g. exercise, workshop, worship etc.

Since it detects moving ferromagnetic material, stationary metal objects do not cause false alarms, no matter how close.

Because it will screen through concrete, brick, wooden or plasterboard walls it is ideal for covert use.

CellSense is also adept at detecting a wide range of other items of interest such as knives, small blades and firearms.

CellSense has the portability of a wand and the full body scanning convenience of an archway metal detector.

► **Cost Saving**

Up to 40 individuals per minute can be scanned without contact or intrusion, far quicker and easier than using a hand wand or chair type device.

Specifications

Electrical

- Battery; 12V 4.5Ah consisting of 6 x Cyclon DT sealed lead-acid.
- Battery charger; Mascot Type 9940 3-stage lead-acid battery charger.
- In normal use power consumption is 20W continuous and ~50W when charging the internal batteries. Absolute maximum mains current draw is 0.9A rms when charging batteries from flat.



Weights and Dimensions

Item	Weight	Height	Width	Depth
CellSense sensor unit	19.8lb (9kg)	74" (188cm)	5" (13cm)	3.3" (8cm)
CellSense base unit	19.8lb (9kg)	14.2" (36cm)	13.4" (34cm)	13.4" (34cm)
Assembled sensor & base unit operating configuration	39.7lb (18kg)	78" (193cm)	13.4" (34cm)	13.4" (34cm)
Battery charger	0.7lb (0.3kg)	4.3" (11cm)	2.8" (7cm)	1.8" (4cm)



For further information about our products and to arrange your CellSense demonstration please call us!



North America

Metrasens
Lisle Business Center
2150 Western Court
Suite 360
Lisle, IL 60532
USA
Tel: 1 (630) 541-8509



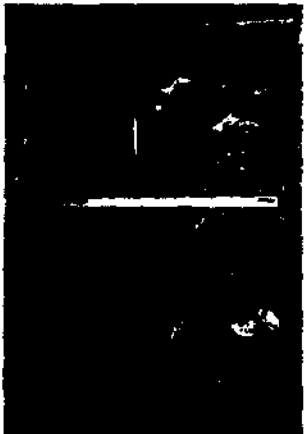
Europe & Rest of World

Metrasens Ltd.
Melvern Hills Science Park
Gerakine Road
Melvern, WR14 3SZ
UK
Tel: +44 (0) 1684 585285
Fax: +44 (0) 1684 893555

Online

Web: www.cellsensegroup.com
Email: contact@cellsensegroup.com

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"The device has been wonderful and we have had great success in locating and deterring the cell phones that were inside the prison. I would highly recommend this device to other prisons who have the problem with cell phones in their institution."

Deputy Warden Thomas,
Macon County Prison, Carrissa, GA

Atlanta, GA

CellSense Inc. | 2110 Western Court, Suite 300 | Lisle, IL 60532 | USA
Tel: (630) 541-6000 | Fax: (630) 541-6733 | Email: sales@cellsensegroup.com
UK: +44 (0) 1884 310000 | Fax: +44 (0) 1884 779218 | Email: uk@cellsensegroup.com

CellSense

www.cellsensegroup.com | (630) 541-6000

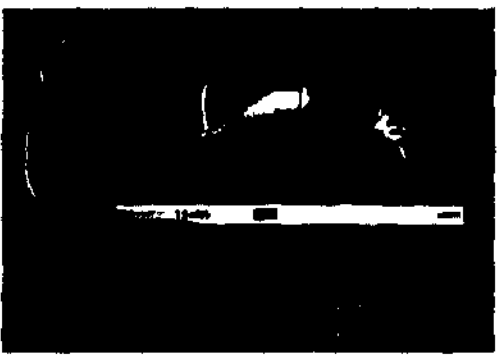


CellSense

Versatility of CellSense
Detects cell phones, weapons and other contraband



Free-Standing



Wall-Mounted

Provided to the Government by
The National Sheriff's Association (NSA)



Versatility of CellSense

DEPLOYMENT OPTIONS:

- Free-standing or wall-mounted with detachable base
- One-piece design for unattended deployment options
- Position the sensor unit vertically, horizontally or at any angle
- Indoor or outside

CELLSENSE USES:

Intake & Booking Searches

- CellSense can be wall-mounted in every locking space
- Ideal for screening inmates who are entering the facility.
 - Intake
 - Booking
 - Transport process

Line Searches

- Screen 40 inmates per minute in a single walk-by
- Optional surprise and covert search capability

Incoming Mail & Package Searches

Visitor Screening

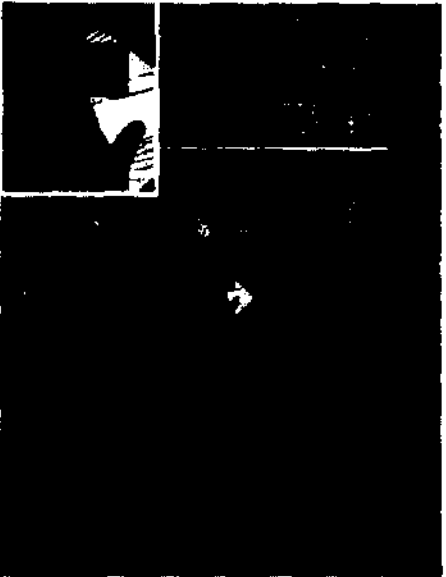
Work Crew Screening

Staff Screening

Screening Bedding

Mail, Laundry or Incoming Goods

For Suspected Concealment



"CellSense is by far the single most effective tool in the fight against inmate contraband I have witnessed in my thirty-year career with the Jost Prison. Chief of Security (ret.) North Carolina Department of Public Safety, Thomas Jost" *Thomas Jost*



"The CellSense device is a valuable piece of security equipment. Our cell phone searches have detected items we purchased this equipment." *Captain Jimmy Hill, Grand State Prison, Georgia*



"CellSense is the best equipment that I've ever had the chance to work with when looking for cell phones. I would recommend it to every institution." *OSRT/Lawrence Clark, Currier, GDCP*



"Best piece of security equipment we have ever used. We love it." *Warden, Dinesh Chandrai, Central Maryland and Charles Mason Prison (CMA)*

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International Shipments

- The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit ups.com/importexport to verify if your shipment is classified as a document.
- To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

Note: Express Envelopes are not recommended for shipments of electronic media containing sensitive personal information or breakable items. Do not send cash or cash equivalent.

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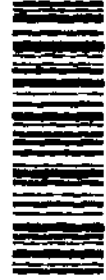
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