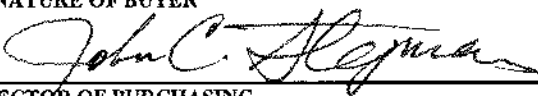





NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER CC170498001	CONTRACT TITLE Mesh Laundry Bags
AMENDMENT NUMBER 002	CONTRACT PERIOD February 1, 2019 through January 31, 2020
REQUISITION/REQUEST NUMBER NR 931 YYY19708023	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 1123223820 0 / MB00107325
CONTRACTOR NAME AND ADDRESS H G Maybeck Co Inc. 179-30 93 rd Ave Jamaica, NY 11433	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC170498001 is hereby amended pursuant to the attached amendment #002, dated 1/30/19.	
BUYER John Stegmann	BUYER CONTACT INFORMATION Email: john.stegmann@oa.mo.gov Phone: (573) 751-2497 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 1/30/2019
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: CC170498001
TITLE: Mesh Laundry Bags
ISSUE DATE: 1/10/19

REQ NO.: NR 931 YYY19708023
BUYER: John C. Stegmann
PHONE NO.: (573) 751-2497
E-MAIL: john.stegmann@oa.mo.gov

TO: H G Maybeck Co Inc.
179-30 93rd Ave
Jamaica, NY 11433

RETURN AMENDMENT BY NO LATER THAN: 1/17/19 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

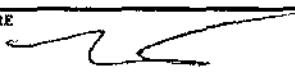
SCAN AND E-MAIL TO:	casey.rost@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Department of Corrections
Various Locations throughout the
State of Missouri

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
HG MAYBECK CO INC	
MAILING ADDRESS	
179-30 93 rd Ave	
CITY, STATE, ZIP CODE	
Jamaica NY 11433	

CONTACT PERSON	EMAIL ADDRESS
Gus Costas	GUS@HGMAYBECK.COM
PHONE NUMBER	FAX NUMBER
800-221-0175 Ex 203	718-262-9392
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
	1/30/19
PRINTED NAME	TITLE
Gus Costas	V. President

AMENDMENT #002 TO CONTRACT CC170498001

CONTRACT TITLE: **Mesh Laundry Bags**

CONTRACT PERIOD: **February 1, 2019 through January 31, 2020**

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

Line Item	Item Description	2nd Renewal Maximum Price (Firm, Fixed Price)
1	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: White Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag Brand/Product: HG Maybeck H-536DS	\$ __\$41.00__ /DZ
2	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: Minimum of five (5) colors (other than white) Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag Brand/Product: HG Maybeck H-536DS	\$ __\$47.15__ /DZ
3	Additional Drawstrings for Mesh Laundry Bags in items 1 and 2 above.	\$ __\$6.60__ /DZ
4	Additional Cord Locks for Mesh Laundry Bag Drawstrings in item 3 above.	\$ __\$5.35__ /DZ
5	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) with straight bottom Color: White Material: 100% polyester 1000 denier high-tenacity yarn Fabric Weight: Heavy-duty mesh fabric Stitching: Rachel knitted using 100% polyester 1000 denier high-tenacity yarn Heat process with acrylic resin 3/16" diameter mesh hole opening	\$ __\$64.90__ /DZ

Line Item	Item Description	2 nd Renewal Maximum Price (Firm, Fixed Price)
	Features: 3-hole dual grip rubber wrap closure and sewn-in cloth name tag Brand/Product: HG Maybeck B-536RC	
6	Additional 3-Hole Dual Grip Rubber Wrap Closures for Mesh Laundry Bag in item 5 above.	\$ 15.30 /DZ

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
REQUISITION

Begin form by selecting one of the following buttons:

[illegible]



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: CC170498001
TITLE: Mesh Laundry Bags
ISSUE DATE: 9/22/17

REQ NO.: NR 931 YYY18709011
BUYER: Casey Rost
PHONE NO.: (573) 526-3862
E-MAIL: casey.rost@oa.mo.gov

TO: H G Maybeck Co Inc.
179-30 93rd Ave
Jamaica, NY 11433

RETURN AMENDMENT BY NO LATER THAN: 10/6/17 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	jeanne.williams@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Department of Corrections
Various Locations throughout the
State of Missouri

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
HG MAYBECK CO INC	11232238200
MAILING ADDRESS	
179-30 93 RD AVE	
CITY, STATE, ZIP CODE	
JAMAICA NY 11433	

CONTACT PERSON	EMAIL ADDRESS
GUS COSTAS	GUS@HGMAYBECK.COM
PHONE NUMBER	FAX NUMBER
800-221-0175 EXT 203	718-262-9392
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> X 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
	9/27/17
PRINTED NAME	TITLE
GUS COSTAS	VICE PRESIDENT

AMENDMENT #001 TO CONTRACT CC170498001

CONTRACT TITLE: **Mesh Laundry Bags**

CONTRACT PERIOD: **February 1, 2018 through January 31, 2019**

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE


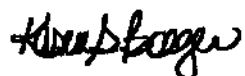
Line Item	Item Description	1st Renewal Maximum Price (Firm, Fixed Price)
1	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: White Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag Brand/Product: HG Maybeck H-536DS	\$41.00__ /DZ
2	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: Minimum of five (5) colors (other than white) Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag Brand/Product: HG Maybeck H-536DS	\$47.15__ /DZ
3	Additional Drawstrings for Mesh Laundry Bags in items 1 and 2 above.	\$6.60__ /DZ
4	Additional Cord Locks for Mesh Laundry Bag Drawstrings in item 3 above.	\$5.35__ /DZ
5	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) with straight bottom Color: White Material: 100% polyester 1000 denier high-tenacity yarn Fabric Weight: Heavy-duty mesh fabric Stitching: Rachel knitted using 100% polyester 1000 denier high-tenacity yarn Heat process with acrylic resin 3/16" diameter mesh hole opening	\$64.90__ /DZ

Line Item	Item Description	1st Renewal Maximum Price (Firm, Fixed Price)
	Features: 3-hole dual grip rubber wrap closure and sewn-in cloth name tag Brand/Product: HG Maybeck B-536RC	
6	Additional 3-Hole Dual Grip Rubber Wrap Closures for Mesh Laundry Bag in item 5 above.	\$15.30___/DZ



NOTICE OF AWARD

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

SOLICITATION NUMBER RFPC30034901700498	CONTRACT TITLE Mesh Laundry Bags
CONTRACT NUMBER CC170498001	CONTRACT PERIOD March 15, 2017 through January 31, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY16709195	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 1123223820 0 / MB00107325
CONTRACTOR NAME AND ADDRESS H G Maybeck Co Inc. 179-30 93 rd Ave Jamaica, NY 11433	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 bid submitted by H G Maybeck in response to SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700498, including the attached clarifications from Gus Costas dated March 9, 2017 and January 26, 2017, is accepted as to Group One (Items 1 through 4) and Group Two (Items 5 and 6).	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751- 1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/15/17
DIRECTOR OF PURCHASING 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700498
TITLE: MESH LAUNDRY BAGS
ISSUE DATE: 12/02/16

REQ NO.: NR 931 YYY16709195
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 12/21/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH <https://MissouriBUYS.mo.gov>
BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

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

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

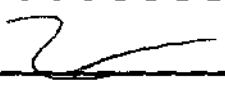
CONTRACT PERIOD: FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018

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

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor 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 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor 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 vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME HG MAYBECK CO INC		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS 179-30 93rd Ave			
CITY, STATE, ZIP CODE Jamaica NY 11433			
CONTACT PERSON Gus Costas		EMAIL ADDRESS GUS@HGMAYBECK.COM	
PHONE NUMBER 800-221-0175 Ext 203		FAX NUMBER 718-262-9392	
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 12/6/16	
PRINTED NAME Gus Costas		TITLE Vice President	

Borchelt, Laurie

From: Gus Costas - HGMAYBECK <gus@hgmaybeck.com>
Sent: Thursday, March 09, 2017 2:36 PM
To: Borchelt, Laurie
Subject: Missouri Secretary of State Registration
Attachments: Scan0006.pdf

Dear Laurie,

H.G. Maybeck Co, Inc. is a New York State based company, and transacts business via interstate commerce in the State of Missouri.

Therefore, we are exempt pursuant to subsection (8) of section 351.572.1 from registering with the Secretary of State.

If you have any questions please contact me.

Thank you.

Gus Costas
Vice President

HG Maybeck Co. Inc.
179-30 93rd Ave
Jamaica NY 11433

800-221-0175 Ext. 203
718-262-9392 Fax

WWW.HGMAYBECK.COM

Borchelt, Laurie

From: Gus Costas - HGMAYBECK <gus@hgmaybeck.com>
Sent: Thursday, January 26, 2017 3:30 PM
To: Borchelt, Laurie
Subject: RE: RFPC30034901700498 - Mesh Laundry Bags
Attachments: Scan0010.pdf

Hi Laurie,

Attached is revised Exhibit C page 30

Appreciate your assistance!

Gus Costas
Vice President

HG Maybeck Co. Inc.
179-30 93rd Ave
Jamaica NY 11433

800-221-0175 Ext. 203
718-262-9392 Fax

WWW.HGMAYBECK.COM

From: Borchelt, Laurie [<mailto:Laurie.Borchelt@oa.mo.gov>]
Sent: Thursday, January 26, 2017 3:34 PM
To: Gus Costas - HGMAYBECK <gus@hgmaybeck.com>
Subject: RFPC30034901700498 - Mesh Laundry Bags

Gus: Thank you for your response to the above-referenced RFP for Mesh Laundry Bags for the Missouri Department of Corrections. I am somewhat confused by your response to Exhibit C (Domestic Products Procurement Act – Buy American). You've marked Table 2 indicating that ALL products bid are manufactured/produced outside the U.S. and do not qualify for the preference and then you completed Table 3 indicating some products are and some are not U.S. manufactured/produced. You further indicate items 1, 2, and 5 are manufactured/produced in Jamaica, NY, however you do not indicate the origin of items 3, 4, and 6.

Please review your response as it relates to the origin of manufacture/production for all items. If some items are manufactured/produced in the U.S. and others are manufactured/produced outside the U.S., then you would only be completing Table 3 and would not mark Table 2.

I've attached a copy of the RFP for you to complete the exhibit (page 30 and 31) applicable to the products proposed.

Please let me know if you have any questions regarding this request for clarification. Thanks...Laurie

Laurie Borchelt
State of Missouri
Division of Purchasing and Materials Management
301 West High St., Room 630
Jefferson City, MO 65101

Phone: (573) 751-1702

Fax: (573) 526-9816

Email: laurie.borchelt@oa.mo.gov

EXHIBIT C**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359 RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being 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 vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances 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, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

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

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products 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 vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

Check the box to the right if ALL products 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
1	Jamaica NY	5	Jamaica NY
2	Jamaica NY		

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
3	China	6	China
4	China		

(Exhibit continues on next page)

Instructions for Submitting a Solicitation Response

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

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

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

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

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

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

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

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

2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

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

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

*****END OF INSTRUCTIONS FOR SUBMITTING A SOLICITATION RESPONSE*****

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective vendors to establish a contract for the purchase of mesh laundry bags for various Missouri Department of Corrections facilities (hereinafter referred to as "state agency") on an as needed, if needed basis, in accordance with the requirements and provisions stated herein.

1.2 Rebid:

- 1.2.1 This is a rebid of Invitation for Bid, Solicitation/Opportunity (OPP) No. IFBC30034901600808 and Request for Proposal, Solicitation/Opportunity RFPC30034901700191 which were both cancelled with no awards made.

1.3 Awarded Bid & Contract Document Search:

- 1.3.1 Both the current contract (C114034001) and the previous procurement documentation (BIE14034) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Interbag at <http://www.oa.mo.gov/purch>.

1.4 Attachments:

- 1.4.1 The vendor is advised that attachments exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the MissouriBUYS Statewide eProcurement System. Please refer to <https://missouribuyss.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain the attachments.

***** END OF INTRODUCTION AND GENERAL INFORMATION *****

2. CONTRACTUAL REQUIREMENTS

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

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'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 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 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 exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal periods, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increase specified in the proposal is 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. 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 options for renewal are exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal periods shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

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

2.4 Termination:

- 2.4.1 The Division of Purchasing 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.

2.5 Prices:

- 2.5.1 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.
- 2.5.2 All prices shall include all packing, handling, shipping and freight charges ***FOB Destination, Freight Prepaid and Allowed***. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFP.

2.6 Payment Terms:

- 2.6.1 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 update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. 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.
- 2.6.2 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>.
- 2.6.3 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 bag 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>.

2.7 Contractor Liability:

- 2.7.1 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.

- 2.7.2 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.

2.8 Insurance:

- 2.8.1 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.

2.9 Federal Funds Requirement:

- 2.9.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal funds;
b. the dollar amount of Federal funds for the project or program; and
c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.10 Independent Contractor:

- 2.10.1 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.

2.11 Estimated Quantities:

- 2.11.1 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.

Note: **Attachment 1** indicates annual estimated usage by facility; however the mesh laundry bag type identified herein as Group One or Group Two to be ordered, cannot be ascertained.

2.12 Subcontractors:

- 2.12.1 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.

2.13 Participation by Other Organizations:

- 2.13.1 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.
- 2.13.2 The contractor shall prepare and submit to the Division of Purchasing 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.
- 2.13.3 The Division of Purchasing 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 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.13.4 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 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 detailing all efforts made to secure a replacement. The Division of Purchasing 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.
- 2.13.5 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. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.14 Contractor's Personnel:

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

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 Prison Rape Elimination Act (PREA) Requirements:

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 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.
- 2.16.4 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.

2.16.5 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.

******* END OF CONTRACTUAL REQUIREMENTS *******

3. PERFORMANCE REQUIREMENTS:

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor.

3.1 General:

- 3.1.1 The contractor shall provide mesh laundry bags 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 mesh laundry bags.

3.2 Sample-Tested Products:

- 3.2.1 The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Division of Purchasing. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval

3.3 Substitutions:

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 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 shall be the final authority as to acceptability of any proposed substitution.
- 3.3.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 3.3.5 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.

3.4 Replacement of Damaged Product:

- 3.4.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

3.5 Delivery Requirements:

- 3.5.1 Delivery locations shall be as indicated in **Attachment 1** herein. The contractor 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.

- 3.5.2 All orders must be shipped *F.O.B. Destination, Freight Prepaid and Allowed*. All orders received on the last day of the contract, must be shipped at the contract price.
- 3.5.3 A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- 3.5.4 Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for re-delivery shall be the responsibility of the contractor.

3.6 Invoicing Requirements:

- 3.6.1 The contractor shall submit an itemized invoice for each order delivered. The invoice shall reference the purchase order number, as applicable, and must be itemized in accordance with the items listed on the order and priced in accordance with the contract pricing. Goods must be received prior to payments being made.
- 3.6.2 The contractor shall submit invoices to the address below:

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

3.7 Warranty Requirements:

- 3.7.1 The contractor shall provide the standard manufacturer's warranty on the product furnished. The warranty shall commence upon delivery and acceptance of the product by the State of Missouri.

***** END OF PERFORMANCE REQUIREMENTS *****

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

This section of the RFP includes information and instructions to the vendor that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor submitting a proposal.

4.1 Contact:

4.1.1 Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc. related to the proposal document must be referred to the buyer identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official proposal opening date.

4.2 Business Compliance:

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

- Registration of business name (if applicable) <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)

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

4.3 Submission of Proposals:

4.3.1 Electronic Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.3.2 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

4.4 Confidentiality Materials:

4.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

4.4.2 The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

4.4.3 Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.

4.4.4 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references;
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

4.4.5 **On-line Proposal** - If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

4.4.6 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

4.4.7 Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the

Interbag from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the vendor 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.

4.5 Compliance with Terms and Conditions:

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

4.6 Open Competition:

- 4.6.1 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.
- 4.6.2 The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and stock number, the vendor should explain in detail how their product meets or exceed the specifications. Proposals which do not comply with the requirements and the specifications are subject to rejection without clarification.

4.7 Description of Product:

- 4.7.1 The vendor should present complete detailed information regarding all products proposed. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the proposal to ensure its compliance with the specifications. It should not be assumed that the evaluator(s) have specific knowledge of the products proposed; however, the evaluator(s) do have sufficient technical background to conduct an evaluation when presented complete information.

4.8 Preprinted Marketing Materials:

- 4.8.1 The vendor may submit preprinted marketing materials with the proposal. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.9 Proposal Detail Requirements and Deviations:

- 4.9.1 It is the vendor's responsibility to submit a proposal that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the 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.

Note: A brochure of the products proposed may not be acceptable as clear identification of deviations from the written specification.

4.10 Minimum Orders:

- 4.10.1 The vendor shall not impose a minimum order quantity for any item listed.

4.11 Evaluation and Award Process:

- 4.11.1 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:

Evaluation Criteria Scoring Category	Maximum Points
Cost	100
Sample Testing	70
Contractor Support	20
MBE/WBE Participation	10
TOTAL	200

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

4.12 Competitive Negotiation of Proposals:

- 4.12.1 The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing 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:
- Negotiations may be conducted in person, in writing, or by telephone.
 - Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
 - Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor 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.
 - The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.13 Price Submission:

- 4.13.1 The vendor can choose to bid the mesh laundry bags, drawstring, and closure in Group One (items 1 through 4), OR can choose to bid the mesh laundry bag and closure in Group Two (items 5 and 6) on the Pricing Page. The vendor must, however, bid all items within the group.
- 4.13.2 The vendor shall state firm, fixed unit prices for the group(s) bid for the initial contract period. In addition, the vendor shall state the maximum firm, fixed unit prices for the group(s) bid applicable to the 1st and 2nd renewal periods. If a dollar amount is not proposed (i.e. left blank), the state shall have the right to execute the option at the same price(s) proposed for the initial contract period.

- 4.13.3 Prices shall include all packing, handling, shipping, and freight charges **FOB Destination, Freight Prepaid and Allowed**. All pricing shall be considered firm for the duration of the contract period.

4.14 Evaluation of Cost:

- 4.14.1 The evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items offered by the vendor, if deemed necessary.
- 4.14.2 Separate cost evaluations shall be conducted for each group (Group One - items 1 through 4, and Group Two - items 5 and 6). The cost evaluation shall be conducted as follows:
- The firm, fixed unit prices stated for items 1 through 4, including renewal prices, shall be multiplied by the estimated quantities identified on the Pricing Page. The totals from items 1 through 4 shall then be added together to determine the lowest priced bid for Group One.
 - The firm, fixed unit prices stated for items 5 and 6, including renewal prices, shall be multiplied by the estimated quantities identified on the Pricing Page. The totals from items 5 and 6 shall then be added together to determine the lowest priced bid for Group Two.
- 4.14.3 The vendor with the lowest overall total in each group shall receive the maximum allowable cost points. All competitors shall be prorated between vendors based on the lowest vendor's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Total Group Price}}{\text{Compared Vendor's Total Group Price}} \times \frac{\text{Maximum Allowable Cost Points}}{\text{Cost Points}} = \text{Cost Evaluation Points}$$

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

4.15 Sample Testing:

- 4.15.1 The evaluation of the vendor's proposed laundry bags shall be subjective based on sample testing conducted by the Missouri Department of Corrections' laundry facilities. (See **Exhibit A**).
- 4.15.2 If proposing Group One, the vendor must submit either one (1) sample of the white laundry bag (item 1) proposed OR one (1) sample of any color of the colored laundry bags (item 2) proposed for evaluation purposes. If proposing Group Two, the vendor must submit one (1) sample of the white laundry bag (item 5) proposed for evaluation purposes.
- 4.15.3 If the samples are not sent with the bid, the vendor must submit the samples within five (5) working days of the request of the buyer, to the address shown below. The samples shall be the actual item offered. The samples shall be submitted at the vendor's expense, including all delivery charges at no additional cost to the State of Missouri.

Division of Purchasing
Attention: Laurie Borchelt
301 West High Street, Room 630
PO Box 809
Jefferson City, MO 65102-0809

- 4.15.4 The samples should be clearly tagged with the vendor's company name, the bid number, the group/item number, and the brand/product number.
- 4.15.5 Samples will be tested for durability and construction before and after washing and drying and will be evaluated accordingly. Samples that do not meet the mandatory specifications or are found to be unacceptable after laundering may be deemed non-responsive.
- 4.16 Evaluation of Contractor Support:**
- 4.16.1 The evaluation of the vendor's proposed contractor support will be subjectively evaluated based on the requirements of the RFP. Therefore, the vendor should present information regarding their proposed delivery and warranty. In addition, the vendor should describe any proposed Missouri economic advantages that will be realized as a result of the vendor providing the required products. See **Exhibit B**.
- 4.17 Domestic Product Procurement Act:**
- 4.17.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.17.2 Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.
- 4.17.3 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.
- 4.17.4 If the vendor 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.
- 4.17.5 In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore the vendor should complete and return **Exhibit C**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.17.6 If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 4.18 Executive Order 04-09:**
- 4.18.1 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details with the proposal.

4.19 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.19.1 In order for the Division of Purchasing to meet the provisions of Executive Order 05-30, the vendor 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.

- These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- 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 vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 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.)

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

- If Participation Meets Target: Vendors 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.
- If Participation Exceeds Target: Vendors 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.
- If Participation Below Target: Vendors 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.
- If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category

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

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

- Participation Commitment** - If the vendor is proposing MBE/WBE participation, the vendor 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 vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

- b. Documentation of Intent to Participate – The vendor 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 vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete **Exhibit E, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

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

4.19.6 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.

4.19.7 Resources - A listing of several resources that are available to assist vendors 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://o eo.mo.gov>

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

Organizations for the Blind and Sheltered Workshops

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

a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

- 1) The vendor must 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 vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete **Exhibit D**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, 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 vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete **Exhibit E**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

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

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

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

Service-Disabled Veteran Business Enterprises (SDVEs)

4.20.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing 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 vendors 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 vendor 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 vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor 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 vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, 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 Division of Purchasing, the vendor 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 vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor 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 Interbag address, the vendor 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 vendor 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.

4.21 Debarment Certification:

- 4.21.1 The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit F**, with their bid. This document must be satisfactorily completed prior to award of the contract.

***** END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS *****

PRICING PAGE

The products bid shall conform to the specifications below. The vendor can choose to bid the mesh laundry bags, drawstring, and closure in Group One (items 1 through 4), OR can choose to bid the mesh laundry bag and closure in Group Two (items 5 and 6). The vendor must, however, bid all items within the group. The vendor shall state firm, fixed unit prices for the group(s) bid for the initial contract period. In addition, the vendor shall state the maximum firm, fixed unit prices for the group(s) bid applicable to the 1st and 2nd renewal periods. The vendor must respond with renewal PRICES, NOT A PERCENTAGE. (See additional information below regarding renewal options).

All prices shall be quoted **FOB Destination, Freight Prepaid and Allowed**. The prices quoted shall be considered firm and fixed for the contract period.

Note about Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional one-year periods.

The vendor must indicate the maximum price applicable to the renewal option years. If a dollar amount is not stated (i.e. left blank) for the renewals, the state shall have the right to execute the option at the same price(s) proposed for the initial contract period. Vendors are cautioned that a quote of \$0.00 will be interpreted literally as a zero-price item which may render the bid non-responsive if the vendor does not intend to offer the product or service at a price of \$0.00.

In conducting the cost evaluation, the State of Missouri will evaluate pricing that determines the potential maximum financial liability to the State of Missouri.

GROUP ONE (Items 1 through 4)

UNSPSC Code: 24111506 - Laundry Bags or Bags

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD <u>MAXIMUM UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD <u>MAXIMUM UNIT PRICE</u>
1	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: White Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag <i>See Attachments 2 and 3 for laundry bag photos with cloth name tag.</i> <i>HG Maybeck H-536DS or equivalent.</i> State Brand/Product: HG MAYBECK H-536DS	300	DZ	\$40.20 DZ	\$41.00 DZ	\$41.80 DZ

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>
2	Mesh Laundry Bag Size: Flat, 24"W x 36"L (+/- 1" each dimension) Color: Minimum of five (5) colors (other than white) Material: Knitted synthetic polyester Fabric Weight: Heavy-duty mesh fabric Stitching: Double stitched using 1000 denier nylon thread. Whip stitching around outer seam Features: Drawstring closure, cord lock and sewn-in cloth name tag <i>See Attachments 2 and 3 for laundry bag photos with cloth name tag.</i> <i>HG Maybeck H-536DS or equivalent.</i> State Brand/Product: <u> HG Maybeck H-536DS </u> List Colors Available: Red, Blue, Green, Yellow And Orange_____	100	DZ	\$46.20 dz_	\$47.15 dz_	\$48.06 dz_

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>
3	Additional Drawstrings for Mesh Laundry Bags in items 1 and 2 above.	4	DZ	\$6.50 dz_	\$6.60 dz_	\$6.75 dz_

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>
4	Additional Cord Locks for Mesh Laundry Bag Drawstrings in item 3 above.	4	DZ	\$5.25 dz_	\$5.35 dz	\$5.50 dzs_

GROUP TWO (Items 5 and 6)

C/S Code: 24111506 – Laundry Bags or Bags

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>
5	<p>Mesh Laundry Bag</p> <p>Size: Flat, 24"W x 36"L (+/- 1" each dimension) with straight bottom</p> <p>Color: White</p> <p>Material: 100% polyester 1000 denier high- tenacity yarn</p> <p>Fabric Weight: Heavy-duty mesh fabric</p> <p>Stitching: Rachel knitted using 100% polyester 1000 denier high-tenacity yarn</p> <p>Heat process with acrylic resin</p> <p>3/16" diameter mesh hole opening</p> <p>Features: 3-hole dual grip rubber wrap closure and sewn-in cloth name tag</p> <p><i>See Attachments 4 and 5 for laundry bag photos with cloth name tag.</i></p> <p><i>HG Maybeck B-536RC or equivalent.</i></p> <p>State Brand/Product: HG Maybeck B-536RC__</p>	1,500	DZ	\$63.60 dz	\$64.90 dz	\$66.20 dz

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD <u>UNIT PRICE</u>	1 ST RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>	2 ND RENEWAL CONTRACT PERIOD MAXIMUM <u>UNIT PRICE</u>
6	<p>Additional 3-Hole Dual Grip Rubber Wrap Closures for Mesh Laundry Bag in item 5 above.</p> <p>List Colors Available: _____</p> <p>_____</p>	24	DZ	\$15.00 dz_	\$15.30 dz	\$15.60 dz

EMPLOYEE BIDDING/CONFLICT OF INTEREST:

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

Name and title of elected or appointed official
or employee of the State of Missouri or any
political subdivision thereof:

_____ N/A _____

If employee of the State of Missouri or political
subdivision thereof, provide name of state agency
or political subdivision where employed:

_____ N/A _____

Percentage of ownership interest in vendor's
organization held by elected or appointed
official or employee of the State of Missouri
or political subdivision thereof:

_____ N/A _____ %

EXHIBIT A**SAMPLE TESTING**

The evaluation of the vendor's proposed laundry bags shall be subjective based on sample testing conducted by the Missouri Department of Corrections' laundry facilities. Samples will be tested for durability and construction before and after washing and drying and will be evaluated accordingly. Samples that do not meet the mandatory specifications or are found to be *unacceptable after laundering* may be deemed non-responsive.

SAMPLE TESTING:

- 1) If proposing Group One, the vendor must submit either one (1) sample of the white laundry bag (item 1) proposed OR one (1) sample of any color of the colored laundry bags (item 2) proposed for evaluation purposes. If proposing Group Two, the vendor must submit one (1) sample of the white laundry bag (item 5) proposed for evaluation purposes.
- 2) If the samples are not sent with the bid, the vendor must submit the samples within five (5) working days of the request of the buyer, to the address shown below. The samples shall be the actual item offered. The samples shall be submitted at the vendor's expense, including all delivery charges at no additional cost to the State of Missouri.

Division of Purchasing
Attention: Laurie Borchelt
301 West High Street, Room 630
PO Box 809
Jefferson City, MO 65102-0809

- 3) The samples should be clearly tagged with the vendor's company name, the bid number, the group/item number, and the brand/product number.

EXHIBIT B**CONTRACTOR SUPPORT**

The evaluation of the vendor's proposed contractor support shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding their proposed delivery and warranty. The state reserves the right to use information provided by the vendor, including information gained from any other source, in the evaluation process.

DELIVERY:

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

WARRANTY:

- 2) The vendor should state the warranty period for the products bid. The warranty shall commence upon delivery and acceptance of the supplies by the State of Missouri.

Warranty: 6 months

MISSOURI ECONOMIC IMPACT:

- 3) In addition to the above, the state will subjectively evaluate the vendor's proposed economic impact to the State of Missouri. The vendor should describe any Missouri economic advantages that will be realized as a result of the vendor providing the required products.

- The vendor 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.

N/A

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

N/A

- The vendor 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.

N/A

EXHIBIT C**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359 RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being 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 vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances 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, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

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

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products 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 vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

Check the box to the right if ALL products 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
1	JAMAICA NY	5	JAMAICA NY
2	JAMAICA NY		

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

(Exhibit continues on next page)

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo.

I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

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



COMPANY NAME HG MAYBECK CO INC

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 vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor'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 vendor 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 vendor 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>
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 vendor 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>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	%	

EXHIBIT D (cont'd)**PARTICIPATION COMMITMENT****Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor 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>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	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 Enterprise 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 vendor 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>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT E**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor 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 vendor 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 vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ 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

Certification

(or attach copy of certification)

Address: _____

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 (cont'd)**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, the vendor **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 vendor 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 Division of Purchasing and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Division of Purchasing.

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 Division of Purchasing SDVE database located at <http://content.ia.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Division of Purchasing 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 Division of Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT F
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Company Name

 DUNS #

 Authorized Representative's Printed Name

 Authorized Representative's Title

 Authorized Representative's Signature

 Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 1**DELIVERY LOCATIONS/ESTIMATED QUANTITIES****ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd.
Jefferson City, MO 65101
Qty: Approx. 600 bags per year

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan Street
Boonville, MO 65233
Qty: Approx. 550 bags per year

CHILLICOTHE CORRECTIONAL CENTER

3151 Litton Road
Chillicothe, MO 64601
Qty: Approx. 750 bags per year

CREMER THERAPEUTIC COMMUNITY CENTER

689 State Road O
Fulton, MO 65251
Qty: Approx. 48 bags per year

CROSSROADS CORRECTIONAL CENTER

1115 E. Pence Road
Cameron, MO 64429
Qty: Approx. 1,200 bags per year

EASTERN RECEPTION DIAGNOSTIC & CORRECTIONAL CENTER

2727 Highway K
Bonne Terre, MO 63628
Qty: Approx. 720 bags per year

FARMINGTON CORRECTIONAL CENTER

1012 W. Columbia Street
Farmington, MO 63640
Qty: Approx. 1,200 bags per year

FULTON RECEPTION & DIAGNOSTIC CENTER

1393 State Road O
Fulton, MO 65251
Qty: Approx. 200 bags per year

JEFFERSON CITY CORRECTIONAL CENTER

8416 No More Victims Road, Dock B
Jefferson City, MO 65101
Qty: Approx. 2,000 bags per year

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly, MO 65270
Qty: Approx. 500 bags per year

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069
Qty: Approx. 720 bags per year

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville, MO 64468
Qty: Approx. 500 bags per year

NORTHEAST CORRECTIONAL CENTER

13698 Airport Road
Bowling Green, MO 63334
Qty: Approx. 2,000 bags per year

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652
Qty: Approx. 280 bags per year

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point, MO 63660
Qty: Approx. 500 bags per year

SOUTH CENTRAL CORRECTIONAL CENTER

255 W. Highway 32
Licking, MO 65542
Qty: Approx. 500 bags per year

SOUTHEAST CORRECTIONAL CENTER

300 E. Pedro Simmons Drive
Charleston, MO 63834
Qty: Approx. 100 bags per year

TIPTON CORRECTIONAL CENTER

619 N. Osage Avenue
Tipton, MO 65081
Qty: Approx. 1,000 bags per year

WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER

1011 E. Highway 54
Vandalia, MO 63382
Qty: Approx. 500 bags per year

WESTERN MO CORRECTIONAL CENTER

609 E. Pence Road
Cameron, MO 64429
Qty: Approx. 1,200 bags per year

WESTERN RECEPTION DIAGNOSTIC & CORRECTIONAL CENTER

3401 Faraon Street, St. Joseph, MO 64506
Qty: Approx. 3,500 bags per year

KANSAS CITY REENTRY CENTER

651 Mulberry Street
Kansas City, MO 64101
Qty: Approx. 315 bags per year

ST. LOUIS COMMUNITY RELEASE CENTER

1621 North First

St. Louis, MO 63102

Qty: Approx. 288 bags per year

FULTON COMMUNITY SUPERVISION CENTER

1397 State Road O

Fulton, MO 65251

Qty: Approx. 12 bags per year

KENBAGT COMMUNITY SUPERVISION CENTER

1401 Laura Drive

Kenbagt, MO 63857

Qty: Approx. 12 bags per year

POPLAR BLUFF COMMUNITY SUPERVISION CENTER

1441 Black River Industrial Park Drive

Poplar Bluff, MO 63901

Qty: Approx. 12 bags per year

ST. JOSEPH COMMUNITY SUPERVISION CENTER

3305 Faraon Street

St. Joseph, MO 64506

Qty: Approx. 12 bags per year

**STATE OF MISSOURI
DIVISION OF PURCHASING**

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 addendum 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 (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, 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.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor 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 vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

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

the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor'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 vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. 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 vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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 vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time 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 end 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 vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end 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 vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor'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 end 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 MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end 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 vendor 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 a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the 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 vendor 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 vendor, 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 vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing 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 a vendor, from vendor'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 vendors 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 vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing 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. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 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 Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor 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, addendums 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) Purchasing'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 Purchasing 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 Purchasing.
- 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 Purchasing, (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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
- b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor'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 10-19-15

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