



# 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>

*hard*  
*RFPC 300349 01700619*

<b>CONTRACT NUMBER</b> CC170619001	<b>CONTRACT TITLE</b> Locking Hardware
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> April 17, 2018 through April 16, 2019
<b>REQUISITION/REQUEST NUMBER</b> NR 300 22008000060	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4307681360 4 / MB00102690
<b>CONTRACTOR NAME AND ADDRESS</b> Negwer Door Systems 49 Airport Road St. Louis, MO 63135	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri Department of Corrections Various Correctional Institutions Located Throughout the State of Missouri  Division of Facilities Management, Design and Construction Various Locations Throughout the State of Missouri  Fulton State Hospital 600 East Fifth Street Fulton, MO 65251

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

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

All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.

**SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.**

<b>BUYER</b> Kristina Cramer	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a> Phone: (573) 751-1695 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b>	<b>DATE</b> February 9, 2018

**DIRECTOR OF PURCHASING**

Karen S. Boeger

RENEWAL: <u>1</u> PERIOD OF <u>2</u> TOTAL	Performance Security Deposit: \$ _____
_____ Renewal - % Increase _____ Cost Savings	Surety Bond: \$ _____
_____ Renewal - \$ Increase _____ Cost Savings	Annual Wage Order Number: _____
<u>X</u> Renewal - W/O Increase	Annual Wage Order Date: _____
_____ SFS Renewal - Prices In Original Contract	County(ies): _____
_____ SFS Renewal - Prices Not in Original Contract	Other Instructions: _____
<u>4/17/18 - 4/16/19</u>	
EXTENSION PERIOD:	
_____ Extension - 30-Day Termination	
_____ Extension - \$ Increase _____ Cost Savings	
_____ Extension - W/O Increase	
_____ Assignment	
_____ Cancellation/Termination	
_____ Other Amendment	

A. Section 34.040.6, RSMo	Buyer/Section Support	KC	2-4-18
B. Purchasing Suspension List	Buyer/Section Support	KC	2-4-18
C. Federal Suspension - SAM.GOV	Buyer/Section Support	KC	2-4-18
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	KC	2-4-18
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
	Buyer/Section Support	X	X
	Buyer	X	X

Contractor E-Mail Address/Fax Number	SMCGUIFE@newel.com	X	X
State Agency Contact E-Mail Address	Rebecca Borkley		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		

A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension - UPDATE COST SAVINGS RPT	Buyer	KC	2-9-18
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			

1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		

UPDATE COST SAVINGS RPT	Buyer/Section Support	KC	2-9-18
	Buyer	KC	2-9-18

AM 300 PMM 00077927	Buyer/Section Support	JW	2/13
Distribute E-Verify & SDV Documents	Buyer/Section Support	JW	2/13
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	X	X
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	JW	2/13
	Central Support-Participation	X	X
	Central Support-Imaging	JW	2/22

M: ssari BMS JW 2/20



## NOTICE OF AWARD

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

SOLICITATION NUMBER RFPC30034901700619	CONTRACT TITLE Locking Hardware
CONTRACT NUMBER CC170619001	CONTRACT PERIOD April 17, 2017 through April 16, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY17709027	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4307681360 4 / MB00102690
CONTRACTOR NAME AND ADDRESS Negwer Door Systems 49 Airport Road St. Louis, MO 63135	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Correctional Institutions Located Throughout the State of Missouri  Division of Facilities Management Various State Agencies Located Throughout the State of Missouri  Fulton State Hospital 600 East Fifth Street Fulton, MO 65251
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The proposal, including the Best and Final Offer #001, submitted by Negwer Door Systems in response to RFPC30034901700619 is accepted for line items 1 and 8.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: <a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a> Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE April 17, 2017
DIRECTOR OF PURCHASING <i>Kevin Berger</i>	



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

BAFO REQUEST NO.: 001  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700619  
 TITLE: LOCKING HARDWARE  
 ISSUE DATE: 3/17/17

REQ NO.: NR 931 YYY17709027  
 BUYER: KRISTINA CRAMER  
 PHONE NO.: (573) 751-1695  
 E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

BAFO RESPONSE SHOULD BE RETURNED BY: 3/23/17 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Scaled BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

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

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

MISSOURI DEPARTMENT OF CORRECTIONS  
 VARIOUS CORRECTIONAL INSTITUTIONS  
 LOCATED THROUGHOUT THE  
 STATE OF MISSOURI

DIVISION OF FACILITIES MANAGEMENT  
 VARIOUS STATE AGENCIES  
 LOCATED THROUGHOUT THE  
 STATE OF MISSOURI

FULTON STATE HOSPITAL  
 600 EAST FIFTH STREET  
 FULTON, MO 65251

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 terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests 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.

SIGNATURE REQUIRED

VENDOR NAME Negwer Door Solutions	MissouriBUY SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) NDS Airport Rd
MAILING ADDRESS 49 Airport Rd	
CITY, STATE, ZIP CODE St. Louis, MO 63135	

CONTACT PERSON Sandra McGwire	EMAIL ADDRESS smcguire@negwer.com
PHONE NUMBER 314-591-7333	FAX NUMBER 314-595-4348
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 3-27-2017
PRINTED NAME Sandra McGwire	TITLE Representative

**BEST AND FINAL OFFER (BAFO) #001 to RFPC30034901700619**

**TITLE: LOCKING HARDWARE**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR**

**VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The following **EXHIBIT** has been **REVISED**: Exhibit A (Market Basket)

Line Item 25 is **DELETED**

Line Items 27, 29, 30, 33, and 35 are **REVISED**

Note: The changes made as a result of this addendum have been *bolded* and *italicized* in the RFP document.



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

ADDENDUM NO.: 01  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700619  
TITLE: LOCKING HARDWARE  
ISSUE DATE: 1/30/17

REQ NO.: NR 931 YYY17709027  
BUYER: KRISTINA CRAMER  
PHONE NO.: (573) 751-1695  
E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 2/7/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](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.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)	or	(Courier Service)
PURCHASING		PURCHASING
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

MISSOURI DEPARTMENT OF CORRECTIONS  
VARIOUS CORRECTIONAL INSTITUTIONS  
LOCATED THROUGHOUT THE  
STATE OF MISSOURI

DIVISION OF FACILITIES MANAGEMENT  
VARIOUS STATE AGENCIES  
LOCATED THROUGHOUT THE  
STATE OF MISSOURI

FULTON STATE HOSPITAL  
600 EAST FIFTH STREET  
FULTON, MO 65251

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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums 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 Negwer Door Solutions	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) NDS Airport Rd
MAILING ADDRESS 49 Airport Rd	
CITY, STATE, ZIP CODE St. Louis, MO 63135	

CONTACT PERSON Sandra McGoire	EMAIL ADDRESS smcgoire@negwer.com
PHONE NUMBER 314-591-3733	FAX NUMBER 314-595-4348
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 3-27-2017
PRINTED NAME Sandra McGoire	TITLE Representative

**ADDENDUM #01 to RFPC30034901700619****TITLE:** LOCKING HARDWARE**CONTRACT PERIOD:** DATE OF AWARD THROUGH ONE (1) YEAR**NOTICE OF REVISION(S) TO THE RFP EXHIBIT A ATTACHMENT:**

1. The following line item has been **REVISED** on **EXHIBIT A**: Line Item 33

Note: The changes made as a result of this addendum have been *bolded* and *italicized* in the RFP document.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>.

Please follow these steps to conduct a comparison review of the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight). Click **Close** to return to the **Overview** page.

Note: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

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.

## I. 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 for the purchase and delivery of locking hardware for Missouri Department of Corrections, various correctional institutions, Office of Administration, Division of Facilities Management, Design and Construction, various state agencies located throughout the State of Missouri, and Fulton State Hospital in accordance with the requirements and provisions stated herein.
- 1.1.2 This Request for Proposal (RFP) does not include labor or installation of locking hardware.
- 1.1.3 For informational purposes, **Attachment One** herein provides the name and address of all correctional institutions that may purchase locking hardware.

### 1.2 History:

- 1.2.1 This is a rebid of IFBC30034901700282 and IFBC30034901700451 which were cancelled prior to award.

### 1.3 Attachments:

- 1.3.1 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://missouribuys.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 copies of 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, 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) 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 the Notice of Award. 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 renewal periods.

### 2.3 Firm, Fixed Percentage Discounts:

- 2.3.1 The firm, fixed percentage discounts shall be as indicated on the Pricing Page. The percentage discounts shall include all packing, handling, shipping and freight charges F.O.B. Destination, Freight Prepaid and Allowed. 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.
- 2.3.2 The percentage discounts quoted on the Pricing Page shall be considered firm and fixed. The percentage discounts shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific manufacturer for line items 1 through 7.
  - a. The percentage discount quoted for line item 8 shall apply to the current MSRP for all other locking hardware manufacturers the contractor provides that is not specifically quoted in line items 1 through 7.

- 2.3.3 The contractor shall understand and agree that the MSRP list/catalog may change during the contract period, although such pricing shall not change with a frequency greater than every six (6) months. It is preferred that the MSRP list/catalog change only on an annual basis.
- 2.3.4 The contractor shall understand in the event that the MSRP list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
- 2.3.5 The contractor shall furnish current MSRP lists/catalogs (with products clearly identified) to the state agency upon request. The MSRP lists/catalogs shall also be provided to the state agency as the catalogs change and/or pricing is updated.
- 2.3.6 The contractor shall understand and agree that the stated firm, fixed percentage discounts shall remain the same throughout the duration of the contract and all renewal periods.
- 2.3.7 The contractor shall not impose a discount "floor" when applying the quoted percentage discounts to determine pricing for the item.
- 2.3.8 The contractor must pass along any manufacturer's specials or quantity discounts that would result in a price lower than the current mark-up selling price.
- 2.3.9 The contractor's current MSRP list/catalog used in determining the product price shall be the contractor's published MSRP list/catalog offered to the public. The contractor shall not create nor publish a separate MSRP list/catalog specifically for the using state agencies unless it results in lower costs to the agencies.

#### **2.4 Contractor Liability:**

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

#### **2.5 Independent Contractor:**

- 2.5.1 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.

**2.6 Coordination:**

2.6.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

**2.7 Estimated Quantities:**

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

**2.8 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 Termination:**

2.9.1 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.

**2.10 Payment Terms:**

2.10.1 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.

2.10.2 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>.

2.10.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and

the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

## **2.11 Participation by Other Organizations:**

- 2.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- 2.11.2 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 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.
- 2.11.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop 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.
- 2.11.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded 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.
- 2.11.5 No later than 30 days after 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 website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## **2.12 Contractor's Personnel:**

- 2.12.1 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.
- 2.12.2 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.

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

**2.13 Subcontractors:**

2.13.1 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.

**2.14 Confidentiality and Security Documents:**

2.14.1 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.

**2.15 Prison Rape Elimination Act (PREA) Requirements:**

2.15.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.15.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.15.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department 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 Department's policy and procedures relating to employee conduct.

- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

- b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.15.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees 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. TECHNICAL AND PERFORMANCE SPECIFICATIONS**

*This section of the RFP includes requirements and provisions relating specifically to the technical and 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. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or to a desired attribute will be binding upon the contractor in the event the proposal is accepted by the state.*

#### **3.1 General:**

- 3.1.1 The contractor shall provide locking hardware 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 provision of locking hardware.
- 3.1.2 It is highly desirable that the contractor handle a variety of manufacturer brands including Best, Southern Steel, Folger Adams Mogul, Yale, Schlage, Master, and Key Systems.

#### **3.2 Substitutions:**

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.

#### **3.3 Replacement of Damaged Product:**

- 3.3.1 The contractor shall be responsible for repairing or replacing any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

#### **3.4 Delivery Performance:**

- 3.4.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped 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. All deliveries must be coordinated with the state agency.

**3.5 Warranty Requirements:**

- 3.5.1 The contractor shall provide, at minimum, the standard manufacturer's warranty on all locking hardware provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the product by the State of Missouri.

**3.6 Reports Requirement:**

- 3.6.1 Upon request of the state agency, at no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

\*\*\*\*\* END OF TECHNICAL AND PERFORMANCE REQUIREMENTS \*\*\*\*\*

#### **4. VENDOR'S SUBMISSION INFORMATION**

*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 regarding submission a proposal.*

##### **4.1 Contact:**

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

##### **4.2 Open Competition:**

4.2.1 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.

4.2.2 The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

##### **4.3 Business Compliance:**

4.3.1 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 addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the 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) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

##### **4.4 Submission of Proposals:**

4.4.1 On-line 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://missouribuy.com/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.
- 4.4.2 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.
- a. The proposal should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- 4.5 Confidentiality Materials:**
- 4.5.1 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.
  - 4.5.2 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.
  - 4.5.3 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.
  - 4.5.4 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).
- 4.5.5 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.
- 4.5.6 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.
- 4.5.7 Imaging Ready – 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 Internet 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.
- 4.6 Competitive Negotiation of Proposals:**
- 4.6.1 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:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing 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.
  - c. 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.

- d. 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.

#### **4.7 Description of Product:**

- 4.7.1 The vendor should present a detailed description of all products proposed in the response to this Request for Proposal. 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 insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

#### **4.8 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. The vendor is strongly discouraged from relying on such materials in presenting products 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.
- 4.9.2 **Vendors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

#### **4.10 Compliance with Terms and Conditions:**

- 4.10.1 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 proposal unacceptable and remove it from consideration for award.
- 4.10.2 Vendors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issues.

#### **4.11 Firm, Fixed Percentage Discounts and Market Basket Pricing:**

- 4.11.1 The vendor shall quote a firm, fixed percentage discount for one, some, or all locking hardware manufacturers stated in line items 1 through 7 on the Pricing Page of the RFP. The percentage discounts shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific brand.

- 4.11.2 In addition, the vendor must quote a firm, fixed percentage discount for line item 8 that shall apply to the current MSRP for all other locking hardware manufacturers (which fall within the intent of this RFP) not listed elsewhere herein that the vendor provides.
- a. If the vendor does not intend to offer a discount on additional locking hardware manufacturers, the vendor should state "no bid" for line item 8.
  - b. If line item 8 is left blank, the percentage shall be interpreted as zero (0) discount.
  - c. Multiple percentage discounts shall be unacceptable.
- 4.11.3 The percentage discounts quoted shall remain the same throughout the duration of the contract, including renewals.
- 4.11.4 The percentage discounts 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 proposal, or as otherwise specifically stated and allowed by the RFP.
- 4.11.5 Additionally, the vendor must complete the applicable line items in the Market Basket that are identified for the manufacturer(s) for which the vendor has quoted discounts. For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. items 9 through 14. Only vendors proposing Best products will be compared with vendors proposing Best products, and so on. The price quoted for the item in the Market Basket must be the current MSRP list price for the item minus the quoted percentage discount from the respective manufacturer quoted in line items 1 through 7. The cost evaluation shall be based on the vendor's after-discount prices as stated in the Market Basket Survey.

#### 4.12 Cost Evaluation:

- 4.12.1 A separate cost evaluation will be conducted for each identified manufacturer based on Market Basket pricing for the specifically identified manufacturer. The after-discount prices submitted for line items 9 through 42 on **Exhibit A** shall be multiplied by the respective estimated quantity for the specific line item. The subtotals for each manufacturer's unit price after-discount will be added together to determine the lowest grand total.
- a. **Exhibit A** is a separate Excel spreadsheet the vendor must download, complete, and then include with the vendor's response. If the vendor is using MissouriBUYS, **Exhibit A** must be uploaded and included with the online response.
  - b. The percentage discount stated for line item 8 (firm, fixed percentage discount off all other locking hardware manufacturers) shall be applied to an arbitrary purchase amount of \$3,000.00 to arrive at a total price. It is the intent of the state agency to award line item 8 to all low bid vendors being awarded a contract for line items 1 through 7.
  - c. Unit of Measure: 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.
  - d. In the cost evaluation, a unit price conversion will be done to fairly evaluate proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their proposal 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 proposal for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.12.2 The cost evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

NOTE: Pricing for Market Basket items is for cost evaluation purposes only. While the percentage discounts quoted in line items 1 through 8 are contractually binding, the calculated prices for the Market Basket shall not be interpreted as contractual pricing.

#### **4.13 Determination for Award:**

4.13.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.

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

#### **4.14 Domestic Product Procurement Act:**

4.14.1 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.

4.14.2 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.

4.14.3 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.

4.14.4 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.

4.14.5 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 B**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

4.14.6 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.

**4.15 Executive Order 04-09, Offshore:**

4.15.1 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.

**4.16 Preference for Organizations for the Blind and Sheltered Workshops:**

4.16.1 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 C**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the 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 D**, 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 D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

4.16.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

4.16.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor’s Price</u> Compared Vendor’s Price	x	200 Maximum Cost Evaluation Points	–	Awarded Cost Evaluation Points
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**4.17 Missouri Service-Disabled Veteran Business Preference:**

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

4.17.2 If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

4.17.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor’s Price</u> Compared Vendor’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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\*\*\*\*\* END OF VENDOR’S SUBMISSION INFORMATION \*\*\*\*\*

**PRICING PAGE**

The vendor shall quote a firm, fixed percentage discount for one, some, or all manufacturers listed below in line items 1 through 7. The percentage discount shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific manufacturer for line items 1 through 7. The percentage discount quoted for line item 8 shall apply to the current MSRP for all other locking hardware manufacturers not specifically quoted in line items 1 through 7. The percentage discounts quoted shall remain the same throughout the duration of the contract, including renewals, (see section 2.3). The firm, fixed percentage discounts must be used in quoting applicable Market Basket pricing for line items 9 through 42 on **Exhibit A** (see paragraph 4.12.1 (a)).

Line Item 1 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Best</b>	59 %

Line Item 2 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Southern Steel</b>	___ %

Line Item 3 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Folger Adams Mogul</b>	___ %

Line Item 4 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Yale</b>	_____ %

Line Item 5 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Schlage</b>	_____ %

Line Item 6 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <u>Master Padlocks</u>	_____ %

Line Item 7 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <u>Key Systems</u>	_____ %

Line Item 8 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for <u>all other manufacturers</u>	_____ %

**MARKET BASKET**  
(See Exhibit A)

**NOTE: Exhibit A is a separate Excel spreadsheet that must be downloaded.**

The vendor must quote **the current MSRP and an after-discount price (vendor to use current MSRP and then apply the applicable quoted percentage discount)** for all Market Basket items for the manufacturer(s) the vendor intends to offer. The vendor's quoted percentage discount (see line items 1 through 7) must be applied to the current MSRP list/catalog to find the final after-discount cost for each manufacturer.

For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. 9 through 14. Only vendors proposing Best products will be compared with vendors proposing Best products, and so on.

**Example:**

MSRP list/catalog is \$2.60  
 Discount is 5%  
 $5\% \times \$2.60 = \$0.13$ , which is the percentage discount amount.  
 Subtract the discount amount (\$0.13) from the MSRP list/catalog Price (\$2.60) and the result is \$2.47.

NOTE: Market Basket pricing is for evaluation purposes only and shall not be construed as contractually binding pricing specific to the identified item. The listing of items shall not be construed to limit the state's locking hardware choices under the contract.

**THE VENDOR MUST DOWNLOAD, COMPLETE AND SUBMIT EXHIBIT A. FAILURE TO DO SO SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE.**

**DELIVERY:**

The desired delivery is fifteen (15) calendar days after receipt of a properly executed order. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO.

**WARRANTY:**

The vendor shall provide, at minimum, the standard manufacturer's warranty on all locking hardware. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

The vendor should state additional warranty terms, if the terms differ from the above requirements, (e.g., longer coverage, etc.):

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

**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:

\_\_\_\_\_ 0 %

**EXHIBIT B**

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

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being 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
See Hatchet -	All manufactured in Indianapolis, IN		

**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 B, 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. Trade 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

Negwer Door Solutions

**EXHIBIT C**

**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1. <span style="font-size: 2em; margin-left: 20px;">N/A</span>	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the 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 ~*

*N/A*

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

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

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

Indicate appropriate business classification(s):

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

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

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

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

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

**Authorized Signature:**

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

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

**EXHIBIT E****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (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).

**STANDARDS:**

The following standards shall be used by Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

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

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

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

**EXHIBIT E (continued)**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

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

*N/A*

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

**Date** SDV Documents were Submitted: \_\_\_\_\_

**Previous Proposal/Contract Number** for Which the SDV Documents were Submitted:

\_\_\_\_\_

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to 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, Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

ATTACHMENT ONE

Algoa Correctional Center  
8501 No More Victims Road  
Jefferson City, MO 65101

Chillicothe Correctional Center  
3151 Litton Road  
Chillicothe, MO 64429

Crossroads Correctional Center  
1115 East Pence Road  
Cameron, MO 64429

Farmington Correctional Center  
1012 West Columbia  
Farmington, MO 63640

Jefferson City Correctional Center  
8416 No More Victims Road  
Jefferson City, MO 65101

Missouri Eastern Correctional Center  
18701 Old Highway 66  
Pacific, MO 63069

Maryville Treatment Center  
30227 US Highway 136  
Maryville, MO 64468

Ozark Correctional Center  
929 Honor Camp Lane  
Fordland, MO 65652

South Central Correctional Center  
255 West Highway 32  
Licking, MO 65542

Tipton Correctional Center  
619 North Osage Avenue  
Tipton, MO 65081

Women's Eastern Reception, Diagnostic &  
Correctional Center  
1101 East Highway 54  
Vandalia, MO 63382

Boonville Correctional Center  
1216 East Morgan Street  
Boonville, MO 65233

Cremer Therapeutic Center  
689 Highway O  
Fulton, MO 65251

Eastern Reception, Diagnostic & Correctional Center  
2727 Highway K  
Bonne Terre, MO 63628

Fulton Reception & Diagnostic Center  
1292 Highway O  
Fulton, MO 65251

Moberly Correctional Center  
5201 South Morley  
Moberly, MO 65270

Kansas City Reentry Center  
651 Mulberry  
Kansas City, MO 64101

Northeast Correctional Center  
13698 Airport Road  
Bowling Green, MO 63334

Potosi Correctional Center  
11593 State Highway O  
Mineral Point, MO 63660

Southeast Correctional Center  
300 East Pedro Simmons Drive  
Charleston, MO 63834

Western Missouri Correctional Center  
609 East Pence Road  
Cameron, MO 64429

Western Reception, Diagnostic & Correctional Center  
3401 Faraon Street  
St. Joseph, MO 64506

**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://missouribuys.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://missouribuy.com> 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 office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by 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.

**EXHIBIT A - MARKET BASKET SURVEY REVISED BY BAFO REQUEST #001**

**EXHIBIT A - MARKET BASKET SURVEY**

The vendor must quote the current MSRP and an after-discount price (vendor to use current MSRP and then apply the applicable quoted percentage discount) for all Market Basket items for the manufacturer(s) the vendor intends to offer. The vendor's quoted percentage discount (see line items 1 through 7) must be applied to the current MSRP list/catalog to find the final after-discount cost for the below manufacturers.

For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. items 9 through 14. Only vendors bidding Best products will be compared with vendors bidding Best products, and so on.

**Example :**

MSRP list/catalog is \$2.60

Discount is 5%

5% x \$2.60 = \$0.13, which is the percentage discount amount.

Subtract the discount amount (\$0.13) from the MSRP list/catalog Price (\$2.60) and the result is \$2.47.

NOTE: Market Basket pricing is for evaluation purposes only and shall not be construed as contractually binding pricing specific to the identified item. The listing of items shall not be construed to limit the state's locking hardware choices under the contract.

**THE VENDOR MUST COMPLETE AND SUBMIT EXHIBIT A. FAILURE TO DO SO SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE.**

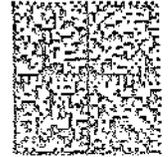
Line Item	Description	Qty	Unit	Unit Price MSRP	Unit Price After Discount
<b>MANUFACTURER: BEST</b>					
9	Cores Item # 1C7M1626	1	EA	\$ 38.00	\$ 15.58
10	Key Blank Item # 1A1M1	1	EA	\$ 2.70	\$ 1.11
11	Padlock Item # 11B722L	1	EA	\$ 51.00	\$ 20.91
12	Padlock Item # 21B722L	1	EA	\$ 52.00	\$ 21.32
13	Cylinder Item # 1E74-C4-RP3-626	1	EA	\$ 64.00	\$ 26.64
14	Double Deadbolt Item # 8T37MSTK626	1	EA	\$ 243.00	\$ 99.63
<b>MANUFACTURER: SOUTHERN STEEL</b>					
15	Motor Item # 7676866 <sup>r</sup>	1	EA	\$	\$

Line Item	Description	Qty	Unit	Unit Price MSRP	Unit Price After Discount
16	Solenoid 110VAC Cont. Duty for 100120 AE Lock Item # 76763072	1	EA	\$	\$
17	Lock Bolt Spring Item # SS-963830	1	EA	\$	\$
18	Lock Bolt with Pin Assembly Item # SS-763750	1	EA	\$	\$
19	Roller Bolt Assembly Item # SS-76763756	1	EA	\$	\$
20	BSHG 5/16 Dead Cam Guide Item # SS-763767	1	EA	\$	\$
<b>MANUFACTURER: FOLGER ADAMS MOGUL</b>					
21	Motor Item # 96908049	1	EA	\$	\$
22	Cylinder Item # FA-11CYL	1	EA	\$	\$
23	Roller Bolt Assembly Item # 76763756	1	EA	\$	\$
24	Strike Plate Item # 075-0305-004	1	EA	\$	\$
<b>LINE ITEM DELETED BY BAFO REQUEST #001</b>					
25	<i>Deleted.</i>				
26	Mogul Blank Item # EB39	1	EA	\$	\$
<b>MANUFACTURER: YALE</b>					
<b>LINE ITEM REVISED BY BAFO REQUEST #001</b>					
27	Door Knob Item # CA5407CKx613E	1	EA	\$	\$
28	Padlock PD500 Item # PD525	1	EA	\$	\$
<b>LINE ITEM REVISED BY BAFO REQUEST #001</b>					
29	Locks Item # AUR8801FLx626	1	EA	\$	\$
<b>LINE ITEM REVISED BY BAFO REQUEST #001</b>					
30	Locks Item # AUR8829FLx626	1	EA	\$	\$
31	Mortise Cylinder Item # 2153-118-626-SA	1	EA	\$	\$
32	Mortise Cylinder Item # 2153-118-626-SB	1	EA	\$	\$

Item	Description	Qty	Unit	Unit Price MSRP	Afte
<b>MANUFACTURER: SCHLAGE</b>					
<b>LINE ITEM REVISED BY BAFO REQUEST #001</b>					
33	Dead Bolt Item # B660P-626	1	EA	\$	\$
34	Dead Bolt Item # B662J-626	1	EA	\$	\$
<b>LINE ITEM REVISED BY BAFO REQUEST #001</b>					
35	Entry Lock Item # AL 53LD-626	1	EA	\$	\$
36	Keys - C Keways Item # 35-100.468.C	1	EA	\$	\$
<b>MANUFACTURER: MASTER PADLOCKS</b>					
37	Padlock Item # MA/3KA-2001	1	EA	\$	\$
38	Padlock Item # MA/3MKKD (SM1-Mastered)	1	EA	\$	\$
<b>MANUFACTURER: KEY SYSTEMS</b>					
39	Tamper Proof Ring Item # KS/270	1	EA	\$	\$
40	Tamper Proof Ring Item # KS/277	1	EA	\$	\$
41	Tamper Proof Ring Item # KS/278	1	EA	\$	\$
42	Tamper Proof Ring Item # KS/279	1	EA	\$	\$

RETURN SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS



UNITED STATES POST  
02 1M  
00042814  
MAILED PER

Kristina

**F  
R  
O  
M** **NEGWER  
DOOR SYSTEMS**

49 AIRPORT ROAD, ST. LOUIS, MO 63135 - 314.595.4200 - 800.456.6540 - WWW.NEGWER.COM

TO:

Purchasing  
P.O. Box 809  
Jefferson City, mo  
65102-0809

OPENED MAR '17 A/S:17

000001 19



Eric R. Greitens  
Governor

Sarah H. Steelman  
Commissioner

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

Karen S. Boeger  
Director

March 17, 2017

**VIA E-MAIL**

Negwer Door Solutions  
Attention: Sandra McGuire  
49 Airport Road  
St. Louis, MO 63135

Dear Ms. McGuire:

In accordance with paragraph 4.6.1 of RFPC30034901700619 -- Locking Hardware, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

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

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

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

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

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON THURSDAY, MARCH 23, 2017** to:

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

**NEGWER DOOR SOLUTIONS**

**BEST AND FINAL OFFER REQUEST LIST**

**BAFO NO. 001 FOR RFPC30034901700619**

**1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:**

- 1.1 Paragraph 4.11.5 requires vendors to complete the applicable line items in the Market Basket that are identified for the manufacturer(s) for which the vendor has quoted discounts. In addition, the price quoted for the item in the Market Basket must be the current MSRP list price for the item minus the quoted percentage discount from the respective manufacturer quoted in line items 1 through 7. Negwer Door Solutions priced line items 1 for Best products and 7 for Key Systems products. It appears from Negwer Door Solutions' proposal that the after-discount price quoted on the Market Basket (Exhibit A) is computed as a mark-up price instead of an after-discount price as required.

*Negwer Door Solutions' BAFO #001 response, must submit an after-discount price for Market Basket items 9 through 14 for Best products and 39 through 42 for Key Systems products pursuant to RFP paragraph 4.11.5.*

**2. VENDOR RESPONSE TO CHANGED REQUIREMENTS:**

- 2.1 Negwer Door Solutions' signature on BAFO #001 shall acknowledge compliance with all requirement changes in RFPC30034901700619 as modified by BAFO #001. Negwer Door Solutions shall submit any proposal revisions, including pricing revisions that are necessitated by the requirement changes.



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700619  
TITLE: LOCKING HARDWARE  
ISSUE DATE: 1/24/17

REQ NO.: NR 931 YYY17709027  
BUYER: KRISTINA CRAMER  
PHONE NO.: (573) 751-1695  
E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 2/7/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](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.

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

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

MISSOURI DEPARTMENT OF CORRECTIONS  
VARIOUS CORRECTIONAL INSTITUTIONS  
LOCATED THROUGHOUT THE  
STATE OF MISSOURI

DIVISION OF FACILITIES MANAGEMENT  
VARIOUS STATE AGENCIES  
LOCATED THROUGHOUT THE  
STATE OF MISSOURI

FULTON STATE HOSPITAL  
600 EAST FIFTH STREET  
FULTON, MO 65251

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 Newer Door Solutions	MISSOURIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) NDS Airport Rd
MAILING ADDRESS 49 Airport Rd	
CITY, STATE, ZIP CODE St. Louis, MO 63135	

CONTACT PERSON Sandra McQuire	EMAIL ADDRESS smcquire@newer.com
PHONE NUMBER 314-591-3733	FAX NUMBER 314-595-4348
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 1-25-2017
PRINTED NAME Sandra McQuire	TITLE Representative

# 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.missouribuys.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://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.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://missouribuys.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://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.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 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 for the purchase and delivery of locking hardware for Missouri Department of Corrections, various correctional institutions, Office of Administration, Division of Facilities Management, Design and Construction, various state agencies located throughout the State of Missouri, and Fulton State Hospital in accordance with the requirements and provisions stated herein.
- 1.1.2 This Request for Proposal (RFP) does not include labor or installation of locking hardware.
- 1.1.3 For informational purposes, **Attachment One** herein provides the name and address of all correctional institutions that may purchase locking hardware.

### 1.2 History:

- 1.2.1 This is a rebid of IFBC30034901700282 and IFBC30034901700451 which were cancelled prior to award.

### 1.3 Attachments:

- 1.3.1 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://missouribuys.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 copies of 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, 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) 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 the Notice of Award. 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 renewal periods.

### **2.3 Firm, Fixed Percentage Discounts:**

- 2.3.1 The firm, fixed percentage discounts shall be as indicated on the Pricing Page. The percentage discounts shall include all packing, handling, shipping and freight charges F.O.B. Destination, Freight Prepaid and Allowed. 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.
- 2.3.2 The percentage discounts quoted on the Pricing Page shall be considered firm and fixed. The percentage discounts shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific manufacturer for line items 1 through 7.
  - a. The percentage discount quoted for line item 8 shall apply to the current MSRP for all other locking hardware manufacturers the contractor provides that is not specifically quoted in line items 1 through 7.

- 2.3.3 The contractor shall understand and agree that the MSRP list/catalog may change during the contract period, although such pricing shall not change with a frequency greater than every six (6) months. It is preferred that the MSRP list/catalog change only on an annual basis.
- 2.3.4 The contractor shall understand in the event that the MSRP list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
- 2.3.5 The contractor shall furnish current MSRP lists/catalogs (with products clearly identified) to the state agency upon request. The MSRP lists/catalogs shall also be provided to the state agency as the catalogs change and/or pricing is updated.
- 2.3.6 The contractor shall understand and agree that the stated firm, fixed percentage discounts shall remain the same throughout the duration of the contract and all renewal periods.
- 2.3.7 The contractor shall not impose a discount "floor" when applying the quoted percentage discounts to determine pricing for the item.
- 2.3.8 The contractor must pass along any manufacturer's specials or quantity discounts that would result in a price lower than the current mark-up selling price.
- 2.3.9 The contractor's current MSRP list/catalog used in determining the product price shall be the contractor's published MSRP list/catalog offered to the public. The contractor shall not create nor publish a separate MSRP list/catalog specifically for the using state agencies unless it results in lower costs to the agencies.
- 2.4 Contractor Liability:**
- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5 Independent Contractor:**
- 2.5.1 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.

**2.6 Coordination:**

- 2.6.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

**2.7 Estimated Quantities:**

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

**2.8 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 Termination:**

- 2.9.1 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.

**2.10 Payment Terms:**

- 2.10.1 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.
- 2.10.2 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>.
- 2.10.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and

the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

## **2.11 Participation by Other Organizations:**

- 2.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- 2.11.2 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 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.
- 2.11.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop 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.
- 2.11.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded 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.
- 2.11.5 No later than 30 days after 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 website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## **2.12 Contractor's Personnel:**

- 2.12.1 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.
- 2.12.2 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.

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

**2.13 Subcontractors:**

2.13.1 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.

**2.14 Confidentiality and Security Documents:**

2.14.1 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.

**2.15 Prison Rape Elimination Act (PREA) Requirements:**

2.15.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.15.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.15.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department 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 Department's policy and procedures relating to employee conduct.

- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

- b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.
- 2.15.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees 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. TECHNICAL AND PERFORMANCE SPECIFICATIONS**

*This section of the RFP includes requirements and provisions relating specifically to the technical and 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. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or to a desired attribute will be binding upon the contractor in the event the proposal is accepted by the state.*

#### **3.1 General:**

- 3.1.1 The contractor shall provide locking hardware 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 provision of locking hardware.
- 3.1.2 It is highly desirable that the contractor handle a variety of manufacturer brands including Best, Southern Steel, Folger Adams Mogul, Yale, Schlage, Master, and Key Systems.

#### **3.2 Substitutions:**

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.

#### **3.3 Replacement of Damaged Product:**

- 3.3.1 The contractor shall be responsible for repairing or replacing any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

#### **3.4 Delivery Performance:**

- 3.4.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped 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. All deliveries must be coordinated with the state agency.

**3.5 Warranty Requirements:**

- 3.5.1 The contractor shall provide, at minimum, the standard manufacturer's warranty on all locking hardware provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the product by the State of Missouri.

**3.6 Reports Requirement:**

- 3.6.1 Upon request of the state agency, at no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

**\*\*\*\*\* END OF TECHNICAL AND PERFORMANCE REQUIREMENTS \*\*\*\*\***

#### **4. VENDOR'S SUBMISSION INFORMATION**

*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 regarding submission a proposal.*

##### **4.1 Contact:**

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

##### **4.2 Open Competition:**

4.2.1 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.

4.2.2 The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

##### **4.3 Business Compliance:**

4.3.1 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 addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the 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) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

##### **4.4 Submission of Proposals:**

4.4.1 On-line 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.

4.4.2 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.

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

#### 4.5 Confidentiality Materials:

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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).
- 4.5.5 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.
- 4.5.6 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.
- 4.5.7 Imaging Ready - 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 Internet 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.
- 4.6 Competitive Negotiation of Proposals:**
- 4.6.1 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:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing 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.
  - c. 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.

- d. 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.

#### **4.7 Description of Product:**

- 4.7.1 The vendor should present a detailed description of all products proposed in the response to this Request for Proposal. 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 insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

#### **4.8 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. The vendor is strongly discouraged from relying on such materials in presenting products 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.
- 4.9.2 **Vendors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

#### **4.10 Compliance with Terms and Conditions:**

- 4.10.1 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 proposal unacceptable and remove it from consideration for award.
- 4.10.2 Vendors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issues.

#### **4.11 Firm, Fixed Percentage Discounts and Market Basket Pricing:**

- 4.11.1 The vendor shall quote a firm, fixed percentage discount for one, some, or all locking hardware manufacturers stated in line items 1 through 7 on the Pricing Page of the RFP. The percentage discounts shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific brand.

- 4.11.2. In addition, the vendor must quote a firm, fixed percentage discount for line item 8 that shall apply to the current MSRP for all other locking hardware manufacturers (which fall within the intent of this RFP) not listed elsewhere herein that the vendor provides.
- a. If the vendor does not intend to offer a discount on additional locking hardware manufacturers, the vendor should state "no bid" for line item 8.
  - b. If line item 8 is left blank, the percentage shall be interpreted as zero (0) discount.
  - c. Multiple percentage discounts shall be unacceptable.
- 4.11.3 The percentage discounts quoted shall remain the same throughout the duration of the contract, including renewals.
- 4.11.4 The percentage discounts 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 proposal, or as otherwise specifically stated and allowed by the RFP.
- 4.11.5 Additionally, the vendor must complete the applicable line items in the Market Basket that are identified for the manufacturer(s) for which the vendor has quoted discounts. For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. items 9 through 14. Only vendors proposing Best products will be compared with vendors proposing Best products, and so on. The price quoted for the item in the Market Basket must be the current MSRP list price for the item minus the quoted percentage discount from the respective manufacturer quoted in line items 1 through 7. The cost evaluation shall be based on the vendor's after-discount prices as stated in the Market Basket Survey.

#### 4.12 Cost Evaluation:

- 4.12.1 A separate cost evaluation will be conducted for each identified manufacturer based on Market Basket pricing for the specifically identified manufacturer. The after-discount prices submitted for line items 9 through 42 on **Exhibit A** shall be multiplied by the respective estimated quantity for the specific line item. The subtotals for each manufacturer's unit price after-discount will be added together to determine the lowest grand total.
- a. **Exhibit A** is a separate Excel spreadsheet the vendor must download, complete, and then include with the vendor's response. If the vendor is using MissouriBUYS, **Exhibit A** must be uploaded and included with the online response.
  - b. The percentage discount stated for line item 8 (firm, fixed percentage discount off all other locking hardware manufacturers) shall be applied to an arbitrary purchase amount of \$3,000.00 to arrive at a total price. It is the intent of the state agency to award line item 8 to all low bid vendors being awarded a contract for line items 1 through 7.
  - c. Unit of Measure: 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.
  - d. In the cost evaluation, a unit price conversion will be done to fairly evaluate proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their proposal 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 proposal for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.12.2 The cost evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

NOTE: Pricing for Market Basket items is for cost evaluation purposes only. While the percentage discounts quoted in line items 1 through 8 are contractually binding, the calculated prices for the Market Basket shall not be interpreted as contractual pricing.

#### **4.13 Determination for Award:**

4.13.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.

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

#### **4.14 Domestic Product Procurement Act:**

4.14.1 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.

4.14.2 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.

4.14.3 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.

4.14.4 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.

4.14.5 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 B**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

4.14.6 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.

**4.15 Executive Order 04-09, Offshore:**

4.15.1 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.

**4.16 Preference for Organizations for the Blind and Sheltered Workshops:**

4.16.1 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 C**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the 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 D**, 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 D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dcsc.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

4.16.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

4.16.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor’s Price</u> Compared Vendor’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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**4.17 Missouri Service-Disabled Veteran Business Preference:**

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

4.17.2 If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

4.17.3 In the event the lowest priced vendor does not qualify for the preference but other vendors do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Vendor’s Price</u> Compared Vendor’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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\*\*\*\*\* END OF VENDOR’S SUBMISSION INFORMATION \*\*\*\*\*

**PRICING PAGE**

The vendor shall quote a firm, fixed percentage discount for one, some, or all manufacturers listed below in line items 1 through 7. The percentage discount shall be applied to the current manufacturer's suggested retail price (MSRP) for all locking hardware items within the specific manufacturer for line items 1 through 7. The percentage discount quoted for line item 8 shall apply to the current MSRP for all other locking hardware manufacturers not specifically quoted in line items 1 through 7. The percentage discounts quoted shall remain the same throughout the duration of the contract, including renewals, (see section 2.3). The firm, fixed percentage discounts must be used in quoting applicable Market Basket pricing for line items 9 through 42 on **Exhibit A** (see paragraph 4.12.1 (a)).

Line Item 1 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b><u>Best</u></b>	<u>2.5</u> %

Line Item 2 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<del>Firm, Fixed Percentage Discount</del>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b><u>Southern Steel</u></b>	<del>_____ %</del>

Line Item 3 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<del>Firm, Fixed Percentage Discount</del>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b><u>Folger Adams Mogul</u></b>	<del>_____ %</del>

Line Item 4 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<del>Firm, Fixed Percentage Discount</del>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b><u>Yale</u></b>	<del>_____ %</del>

Line Item 5 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<del>Firm, Fixed Percentage Discount</del>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b><u>Schlage</u></b>	<del>_____ %</del>

Line Item 6 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Master Padlocks</b>	<del>_____ %</del>

Line Item 7 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for the manufacturer <b>Key Systems</b>	<u>25</u> %

Line Item 8 C/S Code: 46171500 <i>Locks and Security Hardware and Accessories</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for <b>all other manufacturers</b>	<del>_____ %</del>

**MARKET BASKET**  
(See Exhibit A)

**NOTE: Exhibit A is a separate Excel spreadsheet that must be downloaded.**

The vendor must quote the current MSRP and an after-discount price (vendor to use current MSRP and then apply the applicable quoted percentage discount) for all Market Basket items for the manufacturer(s) the vendor intends to offer. The vendor's quoted percentage discount (see line items 1 through 7) must be applied to the current MSRP list/catalog to find the final after-discount cost for each manufacturer.

For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. 9 through 14. Only vendors proposing Best products will be compared with vendors proposing Best products, and so on.

**Example:**

MSRP list/catalog is \$2.60  
Discount is 5%  
 $5\% \times \$2.60 = \$0.13$ , which is the percentage discount amount.  
Subtract the discount amount (\$0.13) from the MSRP list/catalog Price (\$2.60) and the result is \$2.47.

NOTE: Market Basket pricing is for evaluation purposes only and shall not be construed as contractually binding pricing specific to the identified item. The listing of items shall not be construed to limit the state's locking hardware choices under the contract.

**THE VENDOR MUST DOWNLOAD, COMPLETE AND SUBMIT EXHIBIT A. FAILURE TO DO SO SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE.**

**DELIVERY:**

The desired delivery is fifteen (15) calendar days after receipt of a properly executed order. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: 15 calendar days ARO. *or less*

**WARRANTY:**

The vendor shall provide, at minimum, the standard manufacturer's warranty on all locking hardware. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

The vendor should state additional warranty terms, if the terms differ from the above requirements, (e.g., longer coverage, etc.):

N/A

**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:

0 %

**EXHIBIT B**

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

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

**Qualifying for the Domestic Products Preference:**

A product qualifies for the preference if one of the following circumstances exists:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, 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 bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

**The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.**

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

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

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

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

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

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

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

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

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
See attached -	All manufactured in Indianapolis, IN		

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

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

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

**EXHIBIT B, 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**

Negwer Door Solutions

**EXHIBIT C**

**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.  <i>N / A.</i>	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the 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 ~*

N/A

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

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

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

Indicate appropriate business classification(s):

Organization for the Blind	Sheltered Workshop
_____	_____

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

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

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

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

**Authorized Signature:**

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

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

**EXHIBIT E****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (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).

**STANDARDS:**

The following standards shall be used by Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

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

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

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

**EXHIBIT E (continued)**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

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

N/A

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

**Date** SDV Documents were Submitted: \_\_\_\_\_

**Previous Proposal/Contract Number** for Which the SDV Documents were Submitted:  
\_\_\_\_\_

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.la.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to 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, Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

ATTACHMENT ONE

Algoa Correctional Center  
8501 No More Victims Road  
Jefferson City, MO 65101

Chillicothe Correctional Center  
3151 Litton Road  
Chillicothe, MO 64429

Crossroads Correctional Center  
1115 East Pence Road  
Cameron, MO 64429

Farmington Correctional Center  
1012 West Columbia  
Farmington, MO 63640

Jefferson City Correctional Center  
8416 No More Victims Road  
Jefferson City, MO 65101

Missouri Eastern Correctional Center  
18701 Old Highway 66  
Pacific, MO 63069

Maryville Treatment Center  
30227 US Highway 136  
Maryville, MO 64468

Ozark Correctional Center  
929 Honor Camp Lane  
Fordland, MO 65652

South Central Correctional Center  
255 West Highway 32  
Licking, MO 65542

Tipton Correctional Center  
619 North Osage Avenue  
Tipton, MO 65081

Women's Eastern Reception, Diagnostic &  
Correctional Center  
1101 East Highway 54  
Vandalia, MO 63382

Boonville Correctional Center  
1216 East Morgan Street  
Boonville, MO 65233

Cremer Therapeutic Center  
689 Highway O  
Fulton, MO 65251

Eastern Reception, Diagnostic & Correctional Center  
2727 Highway K  
Bonne Terre, MO 63628

Fulton Reception & Diagnostic Center  
1292 Highway O  
Fulton, MO 65251

Moberly Correctional Center  
5201 South Morley  
Moberly, MO 65270

Kansas City Reentry Center  
651 Mulberry  
Kansas City, MO 64101

Northeast Correctional Center  
13698 Airport Road  
Bowling Green, MO 63334

Potosi Correctional Center  
11593 State Highway O  
Mineral Point, MO 63660

Southeast Correctional Center  
300 East Pedro Simmons Drive  
Charleston, MO 63834

Western Missouri Correctional Center  
609 East Pence Road  
Cameron, MO 64429

Western Reception, Diagnostic & Correctional Center  
3401 Faraon Street  
St. Joseph, MO 64506

**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://missouribuyys.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://missouribuy.com> 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 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. Telephonic 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

**END OF DOCUMENT**

## EXHIBIT A - MARKET BASKET SURVEY

The vendor must quote the current MSRP and an after-discount price (vendor to use current MSRP and then apply the applicable quoted percentage discount) for all Market Basket items for the manufacturer(s) the vendor intends to offer. The vendor's quoted percentage discount (see line items 1 through 7) must be applied to the current MSRP list/catalog to find the final after-discount cost for the below manufacturers.

For example, vendors quoting a percentage discount on the manufacturer Best must also quote all identified Best Market Basket items, i.e. items 9 through 14. Only vendors bidding Best products will be compared with vendors bidding Best products, and so on.

**Example:**

MSRP list/catalog is \$2.60

Discount is 5%

5% x \$2.60 = \$0.13, which is the percentage discount amount.

Subtract the discount amount (\$0.13) from the MSRP list/catalog Price (\$2.60) and the result is \$2.47.

NOTE: Market Basket pricing is for evaluation purposes only and shall not be construed as contractually binding pricing specific to the identified item. The listing of items shall not be construed to limit the state's locking hardware choices under the contract.

**THE VENDOR MUST COMPLETE AND SUBMIT EXHIBIT A. FAILURE TO DO SO SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE.**

Line Item	Description	Qty	Unit	Unit Price MSRP	Unit Price After Discount
<b>MANUFACTURER: BEST</b>					
9	Cores Item # 1C7M1626	1	EA	\$ 13.30	\$ 16.63
10	Key Blank Item # 1A1M1	1	EA	\$ .945	\$ 1.23
11	Padlock Item # 11B722L	1	EA	\$ 17.85	\$ 22.31
12	Padlock Item # 21B722L	1	EA	\$ 18.20	\$ 22.75
13	Cylinder Item # 1E74-C4-RP3-626	1	EA	\$ 22.40	\$ 28.00
14	Double Deadbolt Item # 8T37MSTK626	1	EA	\$ 85.05	\$ 106.31
<b>MANUFACTURER: SOUTHERN STEEL</b>					
15	Motor Item # 76768665	1	EA	\$	\$
16	Solenoid 110VAC Cont. Duty for 100120 AE Lock Item # 76763072	1	EA	\$	\$

Line Item	Description	Qty	Unit	Unit Price MSRP	Unit Price After Discount
17	Lock Bolt Spring Item # SS-963830	1	EA	\$	\$
18	Lock Bolt with Pin Assembly Item # SS-763750	1	EA	\$	\$
19	Roller Bolt Assembly Item # SS-76763756	1	EA	\$	\$
20	BSHG 5/16 Dead Cam Guide Item # SS-763767	1	EA	\$	\$

**MANUFACTURER: FOLGER ADAMS MOGUL**

21	Motor Item # 96908049	1	EA	\$	\$
22	Cylinder Item # FA-11CYL	1	EA	\$	\$
23	Roller Bolt Assembly Item # 76763756	1	EA	\$	\$
24	Strike Plate Item # 075-0305-004	1	EA	\$	\$
25	Micro Switch Item # 969065076	1	EA	\$	\$
26	Mogul Blank Item # EB39	1	EA	\$	\$

**MANUFACTURER: YALE**

27	Door Knob Item # LF5407612	1	EA	\$	\$
28	Padlock PD500 Item # PD525	1	EA	\$	\$
29	Locks Item # 8801 AUR X 626	1	EA	\$	\$
30	Locks Item # 8829	1	EA	\$	\$
31	Mortise Cylinder Item # 2153-118-626-SA	1	EA	\$	\$
32	Mortise Cylinder Item # 2153-118-626-SB	1	EA	\$	\$

**MANUFACTURER: SCHLAGE**

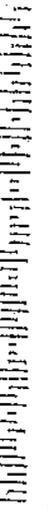
33	Dead Bolt Item # B660JP	1	EA	\$	\$
34	Dead Bolt Item # B662J-626	1	EA	\$	\$
35	Entry Lock Item # AD53LD	1	EA	\$	\$

Line Item	Description	Qty	Unit	Unit Price MSRP	Unit Price After Discount
36	Keys - C Keways Item # 35-100.468.C	1	EA	\$	\$
<b>MANUFACTURER: MASTER PADLOCKS</b>					
37	Padlock Item # MA/3KA-2001	1	EA	\$	\$
38	Padlock Item # MA/3MKKD (SM1-Mastered)	1	EA	\$	\$
<b>MANUFACTURER: KEY SYSTEMS</b>					
39	Tamper Proof Ring Item # KS/270	1	EA	\$ 5.93	\$ 7.41
40	Tamper Proof Ring Item # KS/277	1	EA	\$ 6.71	\$ 8.39
41	Tamper Proof Ring Item # KS/278	1	EA	\$ 5.41	\$ 6.74
42	Tamper Proof Ring Item # KS/279	1	EA	\$ 4.98	\$ 6.23



Negwer Materials, Inc.

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