



## 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>

HVAC  
IFBC 30034901700701

CONTRACT NUMBER CC170701001	CONTRACT TITLE Mechanical and Plumbing Supplies
AMENDMENT NUMBER 002	CONTRACT PERIOD March 13, 2018 through March 12, 2019
REQUISITION/REQUEST NUMBER NR 300 22008000053	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315142910 1 / MB00091833
CONTRACTOR NAME AND ADDRESS St. Louis Boiler Supply Co. 617 Hanley Industrial Court St. Louis, MO 63144	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction Various Locations Throughout the State of Missouri  Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The State of Missouri hereby exercises its option to renew the contract.  All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: <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 February 9, 2018
DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger	

## PURCHASING CONTRACT AMENDMENT ROUTING GUIDE

CC 170701001 A# 002

NR-300' 2200800003 Commodities Revised 01/25/18

RENEWAL: <u>1</u> PERIOD OF <u>2</u> TOTAL	
<input type="checkbox"/> Renewal - % Increase	<input type="checkbox"/> Cost Savings
<input type="checkbox"/> Renewal - \$ Increase	<input type="checkbox"/> Cost Savings
<input checked="" type="checkbox"/> Renewal - W/O Increase	
<input type="checkbox"/> SFS Renewal - Prices In Original Contract	
<input type="checkbox"/> SFS Renewal - Prices Not in Original Contract	
<u>3/13/18 - 3/12/19</u>	
EXTENSION PERIOD:	
<input type="checkbox"/> Extension - 30-Day	
<input type="checkbox"/> Termination	
<input type="checkbox"/> Extension - \$ Increase	<input type="checkbox"/> Cost Savings
<input type="checkbox"/> Extension - W/O Increase	
<input type="checkbox"/> Assignment	
<input type="checkbox"/> Cancellation/Termination	
<input type="checkbox"/> Other Amendment	
Performance Security Deposit: \$	
Surety Bond: \$	
Annual Wage Order Number:	
Annual Wage Order Date:	
County(ies):	
Other Instructions:	

A. Section 34.040.6, RSMo	Buyer/Section Support	KC	2-9-18
B. Purchasing Suspension List	Buyer/Section Support	KC	2-9-18
C. Federal Suspension - SAM.GOV	Buyer/Section Support	KC	2-9-18
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	KC	2-9-18
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shei Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
	Buyer/Section Support	X	X
	Buyer	X	X
	Buyer/Section Support	X	X
Contractor E-Mail Address/Fax Number	jeff@stlboiler.com		
State Agency Contact E-Mail Address	Rebecca Brinkley		
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		
	Buyer/Section Support	KC	2-9-18
	Buyer	KC	2-9-18
	Buyer/Section Support	JW	2/13
AM 300 PMM 00077923	Buyer/Section Support	JW	2/13
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	JW	2/13
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
	Central Support-Participation		
	Central Support-Imaging		

mi 550x1 BUIS

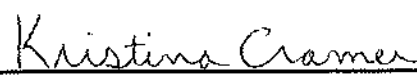
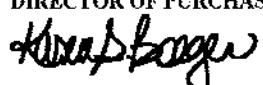
JW

2/20



## NOTICE OF CONTRACT AMENDMENT

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

<b>CONTRACT NUMBER</b> CC170701001	<b>CONTRACT TITLE</b> Mechanical and Plumbing Supplies
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> March 13, 2017 through March 12, 2018
<b>REQUISITION NUMBER</b> N/A	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4315142910 / MB00091833
<b>CONTRACTOR NAME AND ADDRESS</b> St. Louis Boiler Supply Co., Inc. 617 Hanley Industrial Court St. Louis, MO 63144	<b>STATE AGENCY'S NAME AND ADDRESS</b> Office of Administration Facilities Management, Design and Construction Various Locations Throughout the State of Missouri  Department of Corrections Various Locations Throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  Contract CC170701001 is hereby amended pursuant to the attached amendment #001 dated 10/24/17	
<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> 10-24-17
<b>DIRECTOR OF PURCHASING</b> 	





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

AMENDMENT NO.: 001  
CONTRACT NO.: CC170701001  
TITLE: MECHANICAL AND PLUMBING SUPPLIES  
ISSUE DATE: 10/24/17

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

TO: ST. LOUIS BOILER SUPPLY CO., INC.  
617 HANLEY INDUSTRIAL COURT  
ST. LOUIS, MO 63144

RETURN AMENDMENT BY NO LATER THAN: 10/31/17 AT 5:00 PM CENTRAL TIME

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

SCAN AND E-MAIL TO:	<a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a>
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

OFFICE OF ADMINISTRATION  
FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS  
VARIOUS LOCATIONS THROUGHOUT  
THE STATE OF MISSOURI

SIGNATURE REQUIRED

VENDOR NAME <i>St Louis Boiler Supply Co.</i>		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) MB00091833	
MAILING ADDRESS <i>617 Hanley Industrial Ct.</i>			
CITY, STATE, ZIP CODE <i>St. Louis MO. 63144</i>			
CONTACT PERSON <i>Jeff Glass</i>		EMAIL ADDRESS <i>jeffg@stlboiler.com</i>	
PHONE NUMBER <i>314-962-9242</i>		FAX NUMBER <i>314-968-4356</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Jeff Glass</i>		DATE <i>10-24-17</i>	
PRINT NAME <i>Jeff Glass</i>		TITLE <i>Sales Rep.</i>	

**AMENDMENT #001 TO CONTRACT CC170701001**

**CONTRACT TITLE:**            **MECHANICAL AND PLUMBING SUPPLIES**

**CONTRACT PERIOD:**        **MARCH 13, 2017 THROUGH MARCH 12, 2018**

The State of Missouri desires to amend the above referenced contract by updating St. Louis Boiler Supply Co., Inc.'s vendor number to reflect the following change:

Previous Vendor Number:      4315142910 0

Current Vendor Number:      4315142910 1

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

The contractor shall sign and return this document by the time and date specified on page one. The contractor's failure to sign and return this document however, shall not stop the action specified herein.



## 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>

<b>SOLICITATION NUMBER</b> IFBC30034901700701	<b>CONTRACT TITLE</b> Mechanical and Plumbing Supplies
<b>CONTRACT NUMBER</b> CC170701001	<b>CONTRACT PERIOD</b> March 13, 2017 through March 12, 2018
<b>REQUISITION/REQUEST NUMBER</b> NR 300 22007000040	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4315142910 0 / MB00091833
<b>CONTRACTOR NAME AND ADDRESS</b> St. Louis Boiler Supply Co. 617 Hanley Industrial Court St. Louis, MO 63144	<b>STATE AGENCY'S NAME AND ADDRESS</b> Office of Administration Facilities Management, Design and Construction Various Locations Throughout the State of Missouri  Department of Corrections Various Locations Throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The bid submitted by St. Louis Boiler Supply Co. in response to SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034901700701 is accepted in its entirety.	
<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> <i>Kristina Cramer</i>	<b>DATE</b> February 24, 2017
<b>DIRECTOR OF PURCHASING</b> <i>Karen S. Boeger</i> Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
INVITATION FOR BID (IFB)

SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034901700701  
TITLE: MECHANICAL & PLUMBING SUPPLIES  
ISSUE DATE: 2/2/17

REQ NO.: NR 300 22007000040  
BUYER: KRISTINA CRAMER  
PHONE NO.: (573) 751-1695  
E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

RETURN BID NO LATER THAN: 2/16/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.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 bids must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)		(Courier Service)
RETURN BID TO: PURCHASING	or	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:

OFFICE OF ADMINISTRATION  
FACILITIES MANAGEMENT, DESIGN & CONSTRUCTION  
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS  
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 10/19/15). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. 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 bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
St. Louis Boiler Supply CO.	91833
MAILING ADDRESS	
617 Hawley Industrial Ct.	
CITY, STATE, ZIP CODE	
St. Louis MO. 63144	

CONTACT PERSON	EMAIL ADDRESS
Jeff Glass	JeffG@STLBoiler.com
PHONE NUMBER	FAX NUMBER
314-962-9242 or 1-800-Boilers	314-968-4356
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
	2-13-17
PRINTED NAME	TITLE
Jeff Glass	Sales Rep



# Instructions for Submitting a Solicitation Response

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

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

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

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

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

- Vendors are encouraged to submit their entire bid 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 IFB 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 an invitation for sealed bids from prospective vendors for the purchase of mechanical and plumbing supplies, including steam and hot water line supplies for the Office of Administration, Facilities Management, Design and Construction and the Department of Corrections hereinafter referred to as "state agency," in accordance with the requirements and provisions stated herein.

### **1.2 History:**

- 1.2.1 This is a rebid of IFBC30034901700663 which was cancelled.

### **1.3 Awarded Bid & Contract Document Search:**

- 1.3.1 Both the current contract (C114200001) and the previous procurement documentation (B1E14200) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing>.

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

## **2. CONTRACTUAL REQUIREMENTS**

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

### **2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **2.2 Contract Period:**

- 2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The 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, including the percentage discounts, shall remain the same and apply during renewal periods.

### **2.3 Termination:**

- 2.3.1 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.

### **2.4 Percentage Discounts:**

- 2.4.1 The percentage discounts shall be as indicated on the Pricing Page. The percentage discounts shall include all packing, handling, shipping and freight charges FOB 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.

- 2.4.2 The percentage discounts quoted on the Pricing Page shall be considered firm and fixed. The percentage discount for line item 1 shall be applied to the current manufacturer's suggested retail price (MSRP) for all major mechanical and plumbing equipment and supplies, such as pumps, steam traps, sump pumps, water heaters, and etc. The percentage discount for line item 2 shall be applied to the current manufacturer's suggested retail price (MSRP) for miscellaneous related mechanical and plumbing supplies and materials, such as pipes, nipples, lubricants and sealants, gaskets, and etc.
- 2.4.3 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 twelve (12) months.
- 2.4.4 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 discounts shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
- 2.4.5 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.
- 2.4.6 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.
- 2.4.7 The contractor shall not impose a discount "floor" when applying the quoted percentage discounts to determine pricing for the item.
- 2.4.8 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.
- 2.4.9 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.

## **2.5 Payment Terms:**

- 2.5.1 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 IFB.
- 2.5.2 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>.
- 2.5.3 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 IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. 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>.

**2.6 Contractor Liability:**

- 2.6.1 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.
- 2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.6.3 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.

**2.7 Independent Contractor:**

- 2.7.1 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.

**2.8 Coordination:**

- 2.8.1 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.

**2.9 Estimated Quantities:**

- 2.9.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered 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.

**2.10 Insurance:**

- 2.10.1 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.

## **2.11 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 bid.
- 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 bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the 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 bid.
  - 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 effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing 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 Prison Rape Elimination Act (PREA) Requirements:**

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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.

2.14.4 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 REQUIREMENTS**

*This section of the IFB 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 bid is accepted by the state.*

#### **3.1 General:**

- 3.1.1 The contractor shall provide mechanical and plumbing supplies, including steam and hot water line supplies 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 mechanical and plumbing supplies, including steam and hot water line supplies.

#### **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 Reports Requirement:**

- 3.5.1 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.

**3.6 Invoicing:**

- 3.6.1 The contractor shall submit a monthly invoice itemizing supplies provided as well as the specific purchase order number. The invoice must be submitted to the "bill to" address as specified on the purchase order.
- 3.6.2 The contractor's invoice must include the following:
- a. Delivery Location
  - b. Date of Order
  - c. Item(s) Ordered
  - d. Quantity Ordered
  - e. Quantity Shipped or Picked-Up
  - f. Total Manufacturer's List Price for each Item
  - g. Applicable Percentage Discount
  - h. Final Net Cost after Applying applicable Discount Percentage
  - i. Total Amount Due

**3.7 Contract Auditing:**

- 3.7.1 The State of Missouri reserves the right to perform random spot audits to ensure that the contractor's percentage discount being provided to the state agencies is consistent and fair with current market conditions and meets the firm, fixed percentage discount of the contract.

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

#### **4. VENDORS' INSTRUCTIONS**

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

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

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

##### **4.2 Submission of Bids:**

- 4.2.1 On-line Bid – 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 bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB 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 bid 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.
- 4.2.2 Hard Copy Bid – If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
  - a. The bid 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 bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

**4.3 Open Competition:**

- 4.3.1 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.
- 4.3.2 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 exceeds the specifications. Bids which do not comply with the requirement and the specifications are subject to rejection without clarification.

**4.4 Description of Product:**

- 4.4.1 The vendor should present a detailed description of all products proposed in the response to this Invitation for Bid. 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.

**4.5 Preprinted Marketing Materials:**

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

**4.6 Bid Detail Requirements and Deviations:**

- 4.6.1 It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 4.6.2 **Vendors should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

**4.7 Firm, Fixed Percentage Discounts:**

- 4.7.1 The vendor must quote a single firm, fixed percentage discount for line item 1 on the Pricing Page of the IFB to be applied to the current MSRP for all major mechanical and plumbing equipment and supplies, such as pumps, steam traps, sump pumps, water heaters, and etc. The vendor must also quote a single firm, fixed percentage discount for line item 2 to be applied to the current MSRP for miscellaneous related mechanical and plumbing supplies and materials, such as pipes, nipples, lubricants and sealants, gaskets, and etc. The percentage discounts quoted shall remain the same throughout the duration of the contract. The percentage discounts shall be quoted FOB Destination, Freight Prepaid and Allowed.

**4.8 Cost Evaluation:**

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

4.8.2 The firm, fixed percentage discount for line item 1 will be applied to an arbitrary purchase amount of \$200,000.00. The firm, fixed percentage discount for line item 2 will be applied to an arbitrary purchase amount of \$100,000.00. The same arbitrary amounts will be used to evaluate discount pricing for the original contract period and the renewal periods.

#### **4.9 Determination for Award:**

4.9.1 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.

4.9.2 Other Considerations: The State of Missouri reserves the right to reject any bid 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 offer.

#### **4.10 Business Compliance:**

4.10.1 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) or by submitting an on-line bid 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)

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

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

4.11.1 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 IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

#### **4.12 Executive Order 04-09, Offshore:**

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

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

- 4.13.1 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 bid:
  - Participation Commitment - The vendor must complete **Exhibit A**, 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 bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit B**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB 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 IFB 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 bid is an organization for the blind or sheltered workshop, the vendor is not required to complete **Exhibit B**, 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 bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit A**, Participation Commitment, shall be interpreted as a contractual requirement.

4.13.2 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.

4.13.3 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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#### 4.14 Missouri Service-Disabled Veteran Business Preference:

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

4.14.2 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.

4.14.3 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 VENDORS' INSTRUCTIONS SECTION \*\*\*\*\*



**PRICING PAGE**

The vendor shall quote a single firm, fixed percentage discount for line item 1 to be applied to the current MSRP for all major mechanical and plumbing equipment and supplies, such as pumps, steam traps, sump pumps, water heaters, and etc. The vendor shall also quote a single firm, fixed percentage discount for line item 2 to be applied to the current MSRP for miscellaneous related mechanical and plumbing supplies and materials, such as pipes, nipples, lubricants and sealants, gaskets, and etc. The percentage discounts quoted shall remain the same throughout the duration of the contract. The percentage discounts shall quoted FOB Destination, Freight Prepaid and Allowed.

Line Item 1 C/S Code: 40141700 <i>Hardware and Fittings</i>	<b>Firm, Fixed Percentage Discount</b>
<p>Firm, Fixed Percentage Discount to be Applied to the Current MSRP for all major mechanical and plumbing equipment and supplies, including hot water and steam supplies</p> <p>For example, equipment and supplies should include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Pumps</li> <li>• Pump Boosters</li> <li>• Steam Traps</li> <li>• Cage Unit for Steam Traps</li> <li>• Float and Thermostatic Steam Traps</li> <li>• Steam Pressure Regulating D-Pilot</li> <li>• Steam Pressure Regulating Type E Main</li> <li>• Sump Pumps</li> <li>• Water Heaters</li> </ul>	<u>36</u> %

Line Item 2 C/S Code: 40141700 <i>Hardware and Fittings</i>	<b>Firm, Fixed Percentage Discount</b>
<p>Firm, Fixed Percentage Discount to be Applied to the Current MSRP for miscellaneous related mechanical and plumbing supplies and materials</p> <p>For example, supplies and materials should include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Pipe, Steel, Black Schedule 80 Plain End</li> <li>• Nipple, Steel, Schedule 80 Black</li> <li>• Union Black 300 lb. Brass Ground Joint</li> <li>• Coupling Schedule 80 Black</li> <li>• Elbow 90 degree Schedule 80 Black</li> <li>• Tee Schedule 80 Black</li> <li>• Lubricants and Sealants</li> </ul>	<u>70</u> %

- Gaskets

**Delivery:**

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

**Warranty:**

The vendor should state the warranty period which shall cover parts. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: 1 year

**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:

Ø %

**EXHIBIT A****PARTICIPATION COMMITMENT**

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

<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 IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1. N/A	Product/Service(s) proposed: IFB Paragraph References:
2. N/A	Product/Service(s) proposed: IFB Paragraph References:

**EXHIBIT B****DOCUMENTATION OF INTENT TO PARTICIPATE**

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

*~ Copy This Form For Each Organization Proposed ~*

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

N/A

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

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

Indicate appropriate business classification(s):

Organization  
for the Blind

Sheltered  
Workshop

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

N/A

(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 IFB  
issuance date)*

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

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

N/A  
 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 Bid/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.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

**STATE OF MISSOURI  
DIVISION OF PURCHASING**

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

- a. 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 IFB.
- c. Amendment means a written, official modification to a contract.
- d. Attachment applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. Bid End Date and Time and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. Vendor means the supplier, vendor, person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- 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 IFB and who enters into a contract.
- j. Exhibit applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. Invitation for Bid (IFB) 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. Failure to provide or comply will result in a bid being considered non-responsive.
- 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 IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid 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 IFB 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/INVITATION FOR BID 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 IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from Purchasing, unless the IFB 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 bid 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 bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB 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 IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. 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 IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail

address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.

- c. Purchasing reserves the right to officially amend or cancel an IFB 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 bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

#### 4. PREPARATION OF BIDS

- a. Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (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 IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Purchasing office. Delivered bids 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 IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the Purchasing office (address listed above) no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid 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 bid 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 bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the 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 bid 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 bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to Purchasing must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. BID OPENING

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.
- b. Bids 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 bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES



- a. In the evaluation of bids, 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 bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by 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 IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with 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 IFB, 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 bid.
- f. Purchasing reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Purchasing may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from 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.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. Purchasing posts all bid results on the MissouriBUYs Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. Purchasing maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. 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.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Purchasing's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the 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 IFB.
- 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 IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the 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 bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 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 bid 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

PRESS FIRMLY TO SEAL

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QPM 14 FEB '17 AM 11:25

UNMARKED BID NO.

LEBC 30034901900701

LOSING DATE: 2-16-17

WHEN USED IN  
A CUSTOMS  
LABEL MAY B

RECEIVED BY:

APPROVED BY:



EP13F July 2013 OD: 12.5 x 9.5



PS 10001000006

VISIT US AT **USPS.COM**®  
ORDER FREE SUPPLIES ONLINE

## CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE: (415) 467-4042

PAYMENT BY ACCOUNT (if applicable)

## DELIVERY OPTIONS (Customer Use Only)

**SIGNATURE REQUIRED** Note: The mailer must check the "Signature Required" box if the mailer: 1) wants the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases CDD service; OR 4) wants Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

### Delivery Options

- ☐ No Saturday Delivery (delivered next business day)
- ☐ Sunday/Holiday Delivery Required (additional fee, where available\*)
- ☐ 10:30 AM Delivery Required (additional fee, where available\*)

TO: (PLEASE PRINT)

PHONE: ( )

\*+4\* (U.S. ADDRESSES ONLY)

For pickup or USPS Tracking™, visit [USPS.com](http://USPS.com) or call 800-222-1811.  
\$100.00 insurance included.

WRITE FOR



EL55627023705

ONAL USE



PRIORITY  
★ MAIL ★  
EXPRESS

## ORIGIN (POSTAL SERVICE USE ONLY)

<input checked="" type="checkbox"/> 1-Day	<input type="checkbox"/> 2-Day	<input type="checkbox"/> Military
PO ZIP Code 63144	Scheduled Delivery Date (MM/DD/YYYY) 2-14-17	Postage \$ 23.7
Date Accepted (MM/DD/YYYY) 2-14-17	Scheduled Delivery Time <input type="checkbox"/> 10:30 AM <input checked="" type="checkbox"/> 4:00 PM <input type="checkbox"/> 12 NOON	Insurance Fee \$
Time Accepted 12:14 PM	10:30 AM Delivery Fee \$	Return Receipt Fee \$
Weight lbs. 6.6	Sunday/Holiday Premium Fee \$	Total Postage & Fees \$ 23.7
Acceptance Employee Initials 122		

## DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YYYY)	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Delivery Attempt (MM/DD/YYYY)	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature

LABEL 11-B, SEPTEMBER 2015

PSN 7690-02-000-9996

3-ADE

