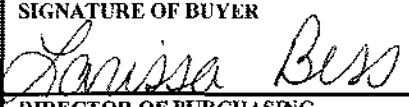





NOTICE OF AWARD

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

SOLICITATION NUMBER IFBC30034901801854	CONTRACT TITLE Heavy-Duty Food Service Equipment
CONTRACT NUMBER CC181854001	CONTRACT PERIOD April 26, 2018 through April 25, 2019
REQUISITION/REQUEST NUMBER NR 931 YYY18709210	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4716919130 0 / 84071
CONTRACTOR NAME AND ADDRESS The JonesZylon Company, LLC 300 North Center Street W. Lafayette, OH 43845	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by the JonesZylon Company, LLC in response to SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034901801854 is accepted in its entirety.	
BUYER Larissa Bess	BUYER CONTACT INFORMATION Email: larissa.bess@oa.mo.gov Phone: (573) 751-1689 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/26/18
DIRECTOR OF PURCHASING 	



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

SOLICITATION/OPPORTUNITY (OPP) NO.: IFBC30034901801854
TITLE: Heavy-Duty Food Service Equipment
ISSUE DATE: 03/15/18

REQ NO.: NR 931 YYY18709210
BUYER: Larissa Bess
PHONE NO.: (573) 751-1689
E-MAIL: larissa.bess@oa.mo.gov

RETURN BID NO LATER THAN: 04/05/18 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

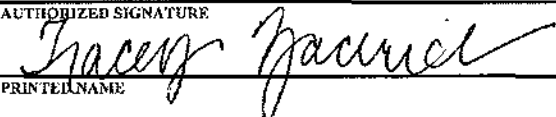
CONTRACT PERIOD: Date of Award through One (1) Year

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

Missouri Department of Corrections
Various Locations throughout the State

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)	
The JonesZylon Company, LLC		84071	
MAILING ADDRESS			
300 North Center Street			
CITY, STATE, ZIP CODE			
W. Lafayette, OH 43845			
CONTACT PERSON		EMAIL ADDRESS	
Tracey Zachrich		jzsales@joneszylon.com	
PHONE NUMBER		FAX NUMBER	
800-848-8160		877-632-6344	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt X LLC			
AUTHORIZED SIGNATURE		DATE	
		3/28/2018	
PRINTED NAME		TITLE	
Tracey Zachrich		CEO	

Instructions for Submitting a Solicitation Response

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

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

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

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

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

- Vendors are encouraged to submit their entire 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 to establish a contract for the purchase of heavy-duty food service equipment for various locations of Missouri Department of Corrections' throughout the State of Missouri, hereinafter referred to as "state agency," in accordance with the requirements and provisions stated herein.

******* 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.

2.3 Renewal Periods:

- 2.3.1 The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic.
 - a. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.3.2 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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

2.4 Termination:

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

2.5 Price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6 Payments and Invoices:

- 2.6.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, 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 verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.6.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.6.3 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>.

2.7 Contractor Liability:

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

2.8 Independent Contractor:

- 2.8.1 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.

2.9 Coordination:

- 2.9.1 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.

2.10 Estimated Quantities:

- 2.10.1 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.

2.11 Insurance:

- 2.11.1 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.

2.12 Participation by Other Organizations:

- 2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- 2.12.2 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.
- 2.12.3 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.
- 2.12.4 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.

2.12.5 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. 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.

2.13 Contractor's Personnel:

- 2.13.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.14 Subcontractors:

- 2.14.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.15 Prison Rape Elimination Act (PREA) Requirements:

- 2.15.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 2.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.15.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 2.15.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.15.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

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

3. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the bid is accepted by the state.

3.1 General:

- 3.1.1 The contractor shall provide heavy-duty food service equipment 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 heavy-duty food service equipment.

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 for all region(s) the contractor is awarded. 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. The following provisions shall also apply to deliveries the contractor makes in all region(s) awarded:
- Deliveries shall be made as requested by the ordering agency. The contractor must coordinate his/her delivery schedule with the agency. Any change in the delivery schedule must be approved by the agency and must be preceded with a written request at least two (2) weeks prior to the implementation date of such change.

- b. It is highly desirable that the contractor deliver products within thirty (30) calendar days after the receipt of a properly executed order. The delivery days shall not exceed sixty (60) calendar days after the receipt of a properly executed order.

3.4.2 The following are facility locations to which the contractor may deliver products. All deliveries must be coordinated with the state agency prior to delivery.

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

Boonville Correctional Center
1216 East Morgan Street
Boonville, MO 65233

Chillicothe Correctional Center
3151 Litton Road
Chillicothe, MO 64601

Cremer Therapeutic Community Center
689 State Highway O
Fulton, MO 65251

Crossroads Correctional Center
1115 East Pence Road
Cameron, MO 64429

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

Farmington Correctional Center
1012 West Columbia Street
Farmington, MO 63640

Fulton Reception & Diagnostic Center
1393 State Highway O
Fulton, MO 65251

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

Moberly Correctional Center
5201 South Morley
Moberly, MO 65270

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

Transition Center of St. Louis
1621 North First
St. Louis, MO 63102

Maryville Treatment Center
30227 US Highway 136
Maryville, MO 64468

Northeast Correctional Center
13698 Airport Road
Bowling Green, MO 63334

Ozark Correctional Center
929 Honor Camp Lane
Fordland, MO 65652

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

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

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

Tipton Correctional Center
619 North Osage Avenue
Tipton, MO 65081

Women's Eastern Reception Diagnostic & Correctional Center
1011 East Highway 54
Vandalia, MO 63382

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

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

Kansas City Re-Entry Center
651 Mulberry Street
Kansas City, MO 64101

3.5 Reports Requirement:

- 3.5.1 Upon request, 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 Warranty Requirements:

- 3.6.1 The contractor shall provide a minimum one (1) year structural warranty on parts and labor for line items 1 through 8. In addition, the contractor shall provide a minimum five (5) year structural warranty for line items 9 through 19. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

3.7 Invoicing:

- 3.7.1 The contractor shall submit an itemized invoice for delivered product(s) based on firm, fixed pricing shown on the contract Pricing Page to the following address:

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

***** END OF 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://missouribuyss.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 Business Compliance:

- 4.3.1 The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) 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)

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

4.4 Open Competition:

4.4.1 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.

4.4.2 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.

4.5 Prices:

4.5.1 The vendor shall submit firm, fixed unit prices for all items on the Pricing Page of the IFB. In addition, the vendor shall submit maximum firm, fixed unit prices for each renewal period for all items on the Pricing Page. All pricing shall be quoted **FOB Destination, Freight Prepaid and Allowed**. Pricing shall be considered firm for the duration of the contract period.

4.6 Cost Evaluation:

4.6.1 The evaluation shall cover the original contract period plus the renewal period(s). The cost evaluation shall include all mandatory requirements.

4.6.2 The cost evaluation shall be conducted in the following manner:

- a. The firm, fixed unit price of each item shall be multiplied by the respective estimated quantity stated on the Pricing Page;
- b. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods;
- c. The subtotals from all extended line item prices shall then be added together to determine the lowest priced bid.

4.6.3 Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the Buyer.

- a. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.7 Description of Product:

4.7.1 The vendor should present a detailed description of all products proposed in the response to this IFB. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an

evaluation of the proposal to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.8 Preprinted Marketing Materials:

- 4.8.1 The vendor may submit preprinted marketing materials with the 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.

4.9 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 The Domestic Products Procurement Act:

- 4.10.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.10.2 Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.
- 4.10.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.10.4 If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.10.5 In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore, the vendor should complete and return **Exhibit A**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.10.6 If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

4.11 Executive Order 04-09, Offshore:

- 4.11.1 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.

4.12 Preference for Organizations for the Blind and Sheltered Workshops:

4.12.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to 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 B**, 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 C**, 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 C**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

- 4.12.2 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.
- 4.12.3 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:

$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.13 Missouri Service-Disabled Veteran Business Preference:

- 4.13.1 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 D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.
- 4.13.2 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.
- 4.13.3 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:

$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.14 Compliance with Specifications, Requirements, and Terms and Conditions:

- 4.14.1 In order to be considered for award, the vendor's response must comply with all mandatory specifications, requirements, and terms and conditions.
- 4.14.2 The vendor's response should include confirmation the product(s) bid meet(s) all mandatory specifications and requirements. 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.
- 4.14.3 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 proposal unacceptable and remove it from consideration for award.
- a. The vendor is strongly encouraged to confirm that all mandatory requirements and specifications are met by completing and submitting the pricing pages for all items proposed.

4.15 Miscellaneous Information

- 4.15.1 If applicable, the vendor is encouraged to complete and submit **Exhibit E**, Miscellaneous Information.

***** END OF VENDORS' INSTRUCTIONS SECTION *****

PRICING PAGE

The products shall conform to the specifications contained herein. The vendor shall submit firm, fixed prices for ALL line items listed below. All prices quoted shall be considered firm and fixed for the duration of the contract period, and shall include all packing, handling, shipping, and freight charges **FOB Destination, Freight Prepaid and Allowed**. The vendor shall also submit a maximum firm, fixed unit price for each of the two renewal options.

Note About Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The vendor must indicate the maximum price applicable to the renewal option periods. The vendor must respond with firm, fixed renewal pricing, NOT a percentage of increase or decrease. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

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

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

Line Item	Mandatory Specifications	Estimated Quantity	Initial Contract Period Firm, Fixed Price	1 st Renewal Contract Period Maximum Price (See Note Above)	2 nd Renewal Contract Period Maximum Price (See Note Above)
HEAVY DUTY HEATED MEAL TRANSPORT CARTS C/S Code: 48101500 <i>(Cooking & Warming Equipment)</i>					
1	Heated Meal Transport Cart w/Removable Heater - Heavy-Duty Corrections Package - Dimensions: 46" L x 64.5" H x 31.75" D (+/- 1" per dimension) - Tray Capacity: o Segregation Trays: ▪ 10-5/8" x 8-1/2" x 2": Approximately 198 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 260 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 360 trays o Insulation Trays: ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 80 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 92 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 76 trays o Stacking Trays (non-insulated): ▪ 14-3/4" x 10" x 1-1/2": Approximately 90 trays ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 140 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 100 trays - Construction/Material Requirements: o Exterior surfaces: 18-gauge stainless steel o Interior surfaces: 22-gauge stainless steel o Base frame: 16-gauge stainless steel with reinforced cross channels o Mounting pads: 10-gauge stainless steel o All welds ground and polished, tamper-resistant screws & cord - Heating/Electrical Requirements: o Side-mount removable heating assembly o Snap-in with slam latch closure and padlock compatible latch o 1700 Watts, 14.2 amps, 120 Volts, NEMA Plug: 5-15P o 12-gauge stainless steel cord wrap on heat box - Door Requirements: o Gasketless, double panel with magnetic closure, opens 270° o Three (3) heavy-duty 12-gauge stainless steel hinges o 12-gauge lockable stainless steel transport latch - Shelf: 16-gauge stainless steel mid-shelf - Thermometer: Solar-powered digital - Insulation: Fully insulated top, bottom, and sides with minimum 1" thick high-density fiberglass - Handles: Front-side recessed tubular handle, top rail (can also be used to transport tumblers, etc.) - Casters: Four (4) minimum 6" casters mounted to minimum 1/4" plates - multi-terrain – two (2) swivel with brake and two (2) rigid	15	\$8,572.73/EA	\$8,829.92/EA	\$9,094.82/EA

	<ul style="list-style-type: none"> - Bumper: Full perimeter non-marking vinyl bottom bumper <p>Brand: JonesZylon JZH-198 or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 820099</p> <p>State Cart Dimensions: 46 X 64.5 X 31.75</p> <p>State Warranty: 1 YEAR PARTS/LABOR</p>				
2	<p>Heated Meal Transport Cart w/Removable Heater</p> <ul style="list-style-type: none"> - Extreme Heavy-Duty Corrections Package - Dimensions: 46" L x 66.5" H x 32.75" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Segregation Trays: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 198 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 260 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 360 trays o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 80 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 92 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 76 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 90 trays ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 140 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 100 trays - Construction/Material Requirements: <ul style="list-style-type: none"> o Exterior surfaces: 18-gauge stainless steel o Interior surfaces: 22-gauge stainless steel o Base frame: 16-gauge stainless steel with reinforced cross channels o Top latch, top corners, hinge screws, and casters given extra reinforcement for high-abuse environment o Tamper-resistant screws and cord - Heating/Electrical Requirements: <ul style="list-style-type: none"> o Side-mount removable heating assembly o Snap-in with slam latch closure and padlock compatible latch o 1700 Watts, 14.2 amps, 120 Volts, NEMA Plug: 5-15P o 12-gauge stainless steel cord wrap on heat box - Door Requirements: <ul style="list-style-type: none"> o Gasketless, double panel with magnetic closure, opens 270° o Three (3) heavy-duty 12-gauge stainless steel hinges o 12-gauge lockable stainless steel transport latch - Shelf: 16-gauge stainless steel mid-shelf - Thermometer: Solar-powered digital - Insulation: Fully insulated top, bottom, and sides with minimum 1" thick high-density fiberglass - Handles: Heater-side push/pull and front-side recessed tubular handle, top rail (can also be used to transport tumblers, etc.) - Casters: Four (4) minimum 8" casters – semi-pneumatic – two (2) swivel with brake and two (2) rigid - Bumper Requirements: <ul style="list-style-type: none"> o Full perimeter bottom bumper extended minimum 1" in front to protect hinges, full top bumper o Lag bolts to retain nylon material from pulling out <p>Brand: JonesZylon JZH-198HD or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 820109</p> <p>State Cart Dimensions: 46 X 66.5 X 32.75</p> <p>State Warranty: ONE YEAR PARTS/LABOR</p>	15	\$10,647.39/EA	\$10,966.82/EA	\$11,295.83/EA

3	<p>Heated Meal Transport Cart w/Removable Heater</p> <ul style="list-style-type: none"> - Heavy-Duty Corrections Package - Dimensions: 61" L x 47" H x 32.5" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 84 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 112 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 84 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 91 trays ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 140 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 105 trays - Construction/Material Requirements: <ul style="list-style-type: none"> o Exterior surfaces: 18-gauge stainless steel o Interior surfaces: 20-gauge stainless steel o Base frame: 16-gauge stainless steel with reinforced cross channels o All fasteners are security type, all welds ground and polished - Heating/Electrical Requirements: <ul style="list-style-type: none"> o Side-mount removable heating assembly left side o 1700 Watts, 14.2 amps, 120 Volts, NEMA Plug: 5-15P o Snap-in with slam latch closure and padlock compatible latch o 12-gauge stainless steel cord wrap on heat box o Stainless steel strain relief on electrical cord o Heat baffle on floor for heat distribution - Door Requirements: <ul style="list-style-type: none"> o Gasketless, double panel with magnetic closure o Three (3) heavy-duty 12-gauge stainless steel hinges o Drop down padlocking door latch - Thermometer: Solar-powered digital - Insulation: Fully insulated top, bottom, and sides with minimum 1" thick high-density fiberglass - Racks: Removable racks for trays for even heat distribution - Handles: Push/pull on each side and four-sided tubular top rail (can also be used to transport tumblers, etc.) - Caster Requirements: <ul style="list-style-type: none"> o Six (6) minimum 6" casters mounted to minimum 1/4" plates – multi-terrain Four (4) swivel with brake and two (2) rigid o Turn on its own radius on center casters - Bumper Requirements: <ul style="list-style-type: none"> o Full perimeter non-marking vinyl bottom bumper o Lag bolts to retain nylon material from pulling out <p>Brand: JonesZylon JZH-168 or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 820202</p> <p>State Cart Dimensions: 61 X 47 X 32.5</p> <p>State Warranty: ONE YEAR PARTS & LABOR</p>	15	\$8,285.62/EA	\$8,534.19/EA	\$8,790.22/EA
4	<p>Heated Meal Transport Cart w/Removable Heater</p> <ul style="list-style-type: none"> - Heavy-Duty Corrections Package - Dimensions: 30.5" L x 47" H x 38" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Segregation Trays: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 90 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 140 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 160 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 52 trays - Food Pan Capacity: <ul style="list-style-type: none"> o 18" x 26" Sheet Pan: Approximately 6 pans o 12" x 20" x 4" Steam Pan: Approximately 21 pans - Construction/Material Requirements: <ul style="list-style-type: none"> o Exterior surfaces: 18-gauge stainless steel o Interior surfaces: 20-gauge stainless steel o Base frame: 16-gauge stainless steel with reinforced cross channels o All fasteners are security type, all welds ground and polished 	10	\$6,219.24/EA	\$6,405.82/EA	\$6,598.00/EA

	<ul style="list-style-type: none"> - Heating/Electrical Requirements: <ul style="list-style-type: none"> o Rear-mount removable heating assembly o Snap-in with slam latch closure and padlock compatible latch o 1700 Watts, 14.2 amps, 120 Volts, NEMA Plug: 5-15P o 12-gauge stainless steel cord wrap on heat box - Door Requirements: <ul style="list-style-type: none"> o Gasketless, cabinet-mounted single door with magnetic closure o Three (3) heavy-duty 12-gauge stainless steel hinges o Extra long heavy-duty 12-gauge locking hasp - Thermometer: Solar-powered digital - Insulation: Fully insulated top, bottom, and sides with minimum 1" thick high-density fiberglass - Racks: Removable racks - Handles: Two (2) handles mounted to heater assembly, four-sided tubular top rail (can also be used to transport tumblers, etc.) - Casters: Four (4) minimum 6" casters mounted to minimum 1/4" plates – multi-terrain – Two (2) swivel with brake & two (2) rigid - Bumper Requirements: <ul style="list-style-type: none"> o Full perimeter non-marking vinyl bottom bumper o Lag bolts to retain nylon material from pulling out <p>Brand: Jones/Zylon JZH-6UBT-RH or equal</p> <p>State Brand Bidding: JONESZYLON _____</p> <p>State Product Number: 820111 _____</p> <p>State Cart Dimensions: 30.5 X 47 X 38 _____</p> <p>State Warranty: ONE YEAR PARTS & LABOR</p>				
5	<p>Heated Bulk Food Holding Cabinet w/Removable Heater</p> <ul style="list-style-type: none"> - Heavy-Duty Corrections Package - Dimensions: 30.5" L x 67.5" H x 38" D (+/- 1" per dimension) - Food Pan Capacity: <ul style="list-style-type: none"> o 18" x 26" Sheet Pan: Approximately 12 pans o 12" x 20" x 4" Steam Pan: Approximately 24 pans - Construction/Material Requirements: <ul style="list-style-type: none"> o Exterior surfaces: 18-gauge stainless steel o Interior surfaces: 20-gauge stainless steel o Base frame: 16-gauge stainless steel with reinforced cross channels o All fasteners are security type, all welds ground and polished - Heating/Electrical Requirements: <ul style="list-style-type: none"> o Rear-mount removable heating assembly o Snap-in with slam latch closure and padlock compatible latch o 1700 Watts, 14.2 amps, 120 Volts, NEMA Plug: 5-15P o 12-gauge stainless steel cord wrap on heat box - Door Requirements: <ul style="list-style-type: none"> o Gasketless cabinet-mounted single door with magnetic closure o Three (3) heavy-duty 12-gauge stainless steel hinges o Extra long heavy-duty 12-gauge locking hasp - Thermometer: Solar-powered digital - Insulation: Fully insulated top, bottom, and sides with minimum 1" thick high-density fiberglass - Handles: Two (2) handles mounted to heater assembly, two (2) rear-mounted fully-welded push/pull handles - Casters: Four (4) minimum 6" casters mounted to minimum 1/4" plates – multi-terrain – Two (2) swivel with brake & two (2) rigid - Bumper: Full perimeter non-marking vinyl bottom bumper <p>Brand: Jones/Zylon JZH-12UBT-RH or equal</p> <p>State Brand Bidding: JONESZYLON _____</p> <p>State Product Number: 820110 _____</p> <p>State Cart Dimensions: 30.5 X 67.5 X 38 _____</p> <p>State Warranty: ONE YEAR PARTS & LABOR</p>	20	\$6,814.45/EA	\$7,018.89/EA	\$7,229.46/EA

<p>6</p> <p>Spare Heaters for Line Items 1-5</p> <ul style="list-style-type: none"> - Heavy-Duty Corrections Package - Must be compatible with line items 1-5 - Dimensions: 11.9" L x 32.5" H (+/- 1" per dimension) - Construction/Material Requirements: <ul style="list-style-type: none"> o Stainless steel, all welds ground and polished o Tamper-resistant screws - Electrical Requirements: <ul style="list-style-type: none"> o HU-1500: 1700 Watts, 14.2 amps, 120 Volts o NEMA Plug: 5-15P - Standard Latch Requirements: <ul style="list-style-type: none"> o Double-sided o Both vertical & horizontal compatible with institution pad locks o Padlock compatible latch - Power Cord Requirements: <ul style="list-style-type: none"> o 10' cord with strain relief mesh o Box-mounted cord wind bracket - Thermostat Requirements: <ul style="list-style-type: none"> o Dial for 90°, preset to 165° o Remove heat box to access dial - Handles: Welded side handles - Bumper: Corner bumpers on front edge <p>Brand: JonesZylon 820121 or equal</p> <p>State Brand Bidding: <u>JONESZYLON</u></p> <p>State Product Number: <u>820121</u></p> <p>State Dimensions: <u>11.9 X 32.5 X</u></p> <p>State Warranty: <u>ONE YEAR PARTS & LABOR</u></p>	20	\$2,751.90/EA	\$2,834.46/EA	\$2,919.50/EA
<p>7</p> <p>Spare Heater Storage Cabinet for Line Items 1-6</p> <ul style="list-style-type: none"> - Heavy-Duty Corrections Package - Must be compatible with line items 1-6 - Dimensions: 35.13" L x 43.38" H x 31.75" D (+/- 1" per dimension) - Construction/Material Requirements: <ul style="list-style-type: none"> o Exterior surfaces: 18-gauge stainless steel o All welds ground and polished, all fasteners are security type - Door Requirements: <ul style="list-style-type: none"> o Stainless steel o Gasketless, right hand hinging, opens 270° o Three (3) heavy-duty 12-gauge stainless steel hinges o 12-gauge lockable stainless steel transport latch - Racks/Slides: Top and bottom non-removable slides to fit heat box and hold in upright position - Casters: Four (4) minimum 6" casters plate-mounted with tamper-proof fasteners - Bumper: Full perimeter non-marking vinyl bottom bumper <p>Brand: Jones/ylon JZ-HBC-8 or equal</p> <p>State Brand Bidding: <u>JONESZYLON</u></p> <p>State Product Number: <u>820112</u></p> <p>State Dimensions: <u>35.13" L x 43.38" H x 31.75" D</u></p> <p>State Warranty: <u>ONE YEAR PARTS & LABOR</u></p>	20	\$3,574.02/EA	\$3,681.24/EA	\$3,791.68/EA
<p>8</p> <p>Maintenance Kit for Line items 1-7</p> <ul style="list-style-type: none"> - Lockable storage box with tamper-resistant sockets - Must be compatible with line items 1-7 - To include replacement items: <ul style="list-style-type: none"> o Part #T-MTR-DIG-40F-300F or equal (Digital thermometer solar power) o Part #HNG-L-O-BW-R or equal (Lift off hinge with pin right hand) o Part #HNG-L-O-BW-L or equal (Lift off hinge with pin left hand) o Part #SCKT RMVR or equal (Tri-Groove Socket Remover Set) o Part #T-STAT HI or equal (Thermostat heat control 90-190) o Part #HI-LIMIT 500 DEG or equal (Hi temp snap disc 500°F) o Part #SNAP DISC 150-130 or equal (Hi limit snap disc F150) o Part #RLY30AMP DPDT or equal (30 amp mount panel relay, 2 pole, 120 volt) 	25	\$1442.00/EA	\$1,485.26/EA	\$1,529.82/EA

	<ul style="list-style-type: none"> o Part #CRDSET10-115 or equal (115 volt 5-15P cord) o Part #SWITCH E1 or equal (Non-lighted rocker switch 125/250 V 20 amp) o Part #BLWF-120-60S or equal (Blower assembly 120 volt 60 HZ short stack) o Part #EL1500-120HDC-475 or equal (P-Tubular Element 1500W 120 volt 47512) <p>Brand: JonesZylon UMK-HEAT BOX (Z-500-1031) or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 487100</p> <p>State Warranty: ONE YEAR</p>				
INSERT DRYING RACK SYSTEMS		C/S Code: 48102100 (Storage & Handling Equipment & Supplies)			
9	<p>Standard Insert Drying Rack for Trays & Lids</p> <ul style="list-style-type: none"> - Aluminum all-welded construction - Type 6063-t5 aluminum alloy with minimum 0.07" wall thickness - All fasteners must be tamper-proof - Size: Four (4) shelves – Can have interchangeable inserts (8 inserts per shelf, 32 inserts per rack) - Casters: Four (4) minimum 6" poly-swivel casters w/brakes - Dimensions: 80.5" W x 72.7" H x 22.9" D (+/- 1" per dimension) - Tray and Lid Capacity: <ul style="list-style-type: none"> o Segregation Trays: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 184 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 276 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 276 trays o Segregation Lids: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 184 lids ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 276 lids ▪ 8-7/16" x 6-1/3" x 2": Approximately 276 lids o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 184 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 184 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 184 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 312 trays o Stacking Lids (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 312 lids - Food Pan Capacity: <ul style="list-style-type: none"> o 12" x 20" x 4" Steam Pan: Approximately 57 pans <p>Brand: JonesZylon JZDRA-92 or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 495217</p> <p>State Rack Dimensions: 80.5" W x 72.7" H x 22.9" D</p> <p>State Warranty: 5 YEAR WARRANTY AGAINST MANUF DEFECTS</p>	20	\$1,671.68/EA	\$1,721.83/EA	\$1,773.49/EA
10	<p>High-Capacity Insert Drying Rack</p> <ul style="list-style-type: none"> - Aluminum all-welded construction - Type 6063-t5 aluminum alloy with minimum 0.07" wall thickness - All fasteners must be tamper-proof - Size: Five (5) shelves High-capacity rack for in-cell segregation trays and/or lids - Casters: Four (4) minimum 6" poly-swivel casters w/brakes - Dimensions: 80.5" W x 72.7" H x 22.9" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Segregation Trays: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 230 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 345 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 345 trays <p>Brand: JonesZylon JZDRA-115 or equal</p> <p>State Brand Bidding: JONESZYLON</p> <p>State Product Number: 495216</p> <p>State Rack Dimensions: 80.5" W x 72.7" H x 22.9" D</p> <p>State Warranty: 5 YEAR WARRANTY AGAINST MANUF DEFECTS</p>	20	\$2,627.11/EA	\$2,705.93/EA	\$2787.11/EA

11	Standard Insert Drying Rack for Trays & Pans <ul style="list-style-type: none"> - Aluminum all-welded construction - Type 6063-T5 aluminum alloy with minimum 0.07" wall thickness - All fasteners must be tamper-proof - Size: Four (4) shelves – Can have interchangeable inserts - Casters: Four (4) minimum 6" poly-swivel casters with brakes - Dimensions: 80.5" W x 72.7" H x 22.9" D (+/- 1" per dimension) - Tray and Lid Capacity: <ul style="list-style-type: none"> o Segregation Trays: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 184 trays ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 276 trays ▪ 8-7/16" x 6-1/3" x 2": Approximately 276 trays o Segregation Lids: <ul style="list-style-type: none"> ▪ 10-5/8" x 8-1/2" x 2": Approximately 184 lids ▪ 9-1/4" x 6-7/16" x 2-1/5": Approximately 276 lids ▪ 8-7/16" x 6-1/3" x 2": Approximately 276 lids o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 184 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 184 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 184 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 312 trays o Stacking Lids (non-insulated): <ul style="list-style-type: none"> ▪ 14-3/4" x 10" x 1-1/2": Approximately 312 lids - Food Pan Capacity: <ul style="list-style-type: none"> o 12" x 20" x 4" Steam Pan: Approximately 57 pans <p>Brand: JonesZylon JZDRA-156 or equal State Brand Bidding: <u> JONESZYLON </u> State Product Number: <u> 495218 </u> State Rack Dimensions: 80.5" W x 72.7" H x 22.9" D State Warranty: 5 YEAR WARRANTY AGAINST MANUF DEFECTS</p>	20	\$1671.68/EA	\$1,721.83/EA	\$1,773.49/EA
12	High-Capacity Insert Drying Rack for Sheet Pans <ul style="list-style-type: none"> - Aluminum all-welded construction - Type 6063-T5 aluminum alloy with minimum 0.07" wall thickness - All fasteners must be tamper-proof - Size: Four (4) shelves– Can have interchangeable inserts - Casters: Four (4) minimum 6" poly-swivel casters with brakes - Dimensions: 80.5" W x 80.13" H x 22.88" D (+/- 1" per dimension) - Food Pan Capacity: <ul style="list-style-type: none"> o 18" x 16" Sheet Pan: Approximately 220 pans o 18" x 26" Sheet Pan on top shelf only & 12" x 20" x 4" Steam Pan on bottom 3 shelves only: Approximately 55 of each pan <p>Brand: JonesZylon JZDRA-220SP or equal State Brand Bidding: <u> JONESZYLON </u> State Product Number: <u> 495221 </u> State Rack Dimensions: 80.5" W x 80.13" H x 22.88" D State Warranty: 5 YEAR WARRANTY AGAINST MANUF DEFECTS</p>	20	\$2,497.36/EA	\$2,572.28/EA	\$2,649.45/EA
13	High-Capacity Insert Drying Rack for Steam Pans <ul style="list-style-type: none"> - Aluminum all-welded construction - Type 6063-T5 aluminum alloy with minimum 0.07" wall thickness - All fasteners must be tamper-proof - Size: Four (4) shelves – Can have interchangeable inserts (8 inserts per shelf, 32 inserts per rack) - Casters: Four (4) minimum 6" poly-swivel casters with brakes - Dimensions: 80.5" W x 82.5" H x 22.5" D (+/- 1" per dimension) - Food Pan Capacity: <ul style="list-style-type: none"> o 12" x 20" x 2" Steam Pan: Approximately 76 pans o 12" x 20" x 4" Steam Pan: Approximately 76 pans o 12" x 20" x 6" Steam Pan: Approximately 52 pans <p>Brand: JonesZylon JZDRA-76TP or equal State Brand Bidding: <u> JONESZYLON </u> State Product Number: <u> 495224 </u> State Rack Dimensions: 80.5" W x 82.5" H x 22.5" D State Warranty: 5 YEAR WARRANTY AGAINST MANUF DEFECTS</p>	20	\$2,208.32/EA	\$2,274.57/EA	\$2,342.81/EA

14	Insulated and Segregation Tray Inserts <ul style="list-style-type: none"> - Copolymer material, shatterproof and resists sharpening - Dishwasher safe up to 212° temperatures - Minimum 3" slots for insulated and segregation trays - 23 slots per shelf, 92 per rack Brand: Jones/Zylon JZDR1-3 or equal State Brand Bidding: <u>JONESZYLON</u> State Product Number: <u>495204</u> State Warranty: <u>ONE YEAR</u>	20	\$13.01/EA	\$13.40/EA	\$13.81/EA
15	Sheet Pans, Tray Lids, and Steam Pan Lid Inserts <ul style="list-style-type: none"> - Copolymer material, shatterproof and resists sharpening - Dishwasher safe up to 212° temperatures - Minimum 1.125" slots for lids and sheet pans - 55 slots per shelf, 220 per rack Brand: Jones/Zylon JZDR1-4 or equal State Brand Bidding: <u>JONESZYLON</u> State Product Number: <u>495206</u> State Warranty: <u>ONE YEAR</u>	20	\$16.75/EA	\$17.26/EA	\$17.78/EA
16	Mainline Trays and Steam Pan Inserts <ul style="list-style-type: none"> - Copolymer material, shatterproof and resists sharpening - Dishwasher safe up to 212° temperatures - Minimum 1.1813" slots for cafeteria trays - 39 slots per shelf, 156 per rack - Approximately 19 of 2" or 4" deep - 12" x 20" steam pans per shelf, 76 per rack - Approximately 13 of 6" deep - 12" x 20" steam pans per shelf, 52 per rack Brand: Jones/Zylon JZDR1-5 or equal State Brand Bidding: <u>JONESZYLON</u> State Product Number: <u>495205</u> State Warranty: <u>ONE YEAR</u>	20	\$13.40/EA	\$13.81/EA	\$14.23/EA
HEAVY DUTY MEAL TRANSPORT CARTS C/S Code: 48102100 (Storage & Handling Equipment & Supplies)					
17	Heavy Duty Enclosed Tray Transport Cart <ul style="list-style-type: none"> - Dimensions: 52.88" L x 52.44" H x 33.75" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 90 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 126 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 90 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 154 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 119 trays - Construction/Material Requirements: <ul style="list-style-type: none"> o Aluminum all-welded commercial grade construction o Bracket and weld reinforcements throughout cart - Doors: Stainless steel padlock-able dropdown latch - Handles: 3-sided top rail also doubles as push/pull handle - Casters: Four (4) minimum 6" poly casters – two (2) swivel with brake and two (2) fixed - Bumper: Non-marking vinyl bottom corner bumper Brand: Jones/Zylon MTC-40 ENCL or equal State Brand Bidding: <u>JONESZYLON</u> State Product Number: <u>82</u> State Cart Dimensions: 52.88" L x 52.44" H x 33.75" D State Warranty: <u>FIVE YEAR STRUCTURAL WARRANTY</u>	20	\$3,291.48/EA	\$3,390.23/EA	\$3,491.94/EA
18	Heavy Duty Enclosed Tray Transport Cart <ul style="list-style-type: none"> - Dimensions: 68.5" L x 53.1" H x 30.7" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 112 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 136 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 120 trays 	20	\$5,516.68/EA	\$5,682.18/EA	\$5,852.65/EA

	<ul style="list-style-type: none"> o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 200 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 160 trays - Construction/Material Requirements: <ul style="list-style-type: none"> o Aluminum all-welded corrections grade construction o Bracket and weld reinforcements throughout cart - Doors Requirements: <ul style="list-style-type: none"> o Stainless steel padlock-able bolt latch o Three (3) heavy-duty hinges per door - Handles: 4-sided top rail also doubles as push/pull handle - Casters: Six (6) minimum 8" poly casters – two (2) swivel with brake, two (2) fixed, and two (2) center casters that allow cart to turn on its own length - Bumper: Non-marking vinyl full perimeter bottom bumper and top corner bumper <p>Brand: JonesZylon MTC-68HD ENCL or equal</p> <p>State Brand Bidding: <u>JONESZYLON</u></p> <p>State Product Number: <u>820114</u></p> <p>State Cart Dimensions: 68.5" L x 53.1" H x 30.7" D</p> <p>State Warranty: <u>FIVE YEAR STRUCTURAL WARRANTY</u></p>				
19	<p>Heavy Duty Enclosed Tray Transport Cart</p> <ul style="list-style-type: none"> - Dimensions: 73.5" L x 54.1" H x 31.4" D (+/- 1" per dimension) - Tray Capacity: <ul style="list-style-type: none"> o Insulation Trays: <ul style="list-style-type: none"> ▪ 14-7/8" x 13-1/8" x 2-5/8": Approximately 140 trays ▪ 14-3/8" x 11-1/4" x 2": Approximately 204 trays ▪ 15-3/8" x 13-3/4" x 2-1/2": Approximately 135 trays o Stacking Trays (non-insulated): <ul style="list-style-type: none"> ▪ 14-1/4" x 9-1/2" x 1-3/4": Approximately 294 trays ▪ 14-1/4" x 9-1/2" x 2-1/4": Approximately 224 trays - Construction/Material Requirements: <ul style="list-style-type: none"> o Aluminum all-welded corrections grade construction o Bracket and weld reinforcements throughout cart - Doors Requirements: <ul style="list-style-type: none"> o Stainless steel padlock-able bolt latch o Three (3) heavy-duty hinges per door - Handles: 4-sided top rail also doubles as push/pull handle - Casters: Six (6) minimum 8" poly casters – two (2) swivel with brake, two (2) fixed, and two (2) center casters that allow cart to turn on its own length - Bumper: Non-marking vinyl full perimeter bottom bumper and top corner bumper <p>Brand: JonesZylon MTC-73HD ENCL or equal</p> <p>State Brand Bidding: <u>JONESZYLON</u></p> <p>State Product Number: <u>820115</u></p> <p>State Cart Dimensions: 73.5" L x 54.1" H x 31.4" D</p> <p>State Warranty: <u>FIVE YEAR STRUCTURAL WARRANTY</u></p>	20	\$5,834.95/EA	\$6,010.00/EA	\$6,190.30/EA

DELIVERY:

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. Delivery must not exceed sixty (60) calendar days after the receipt of a properly executed order. The vendor should state delivery in days after receipt of order: 60 DAYS ARO calendar days ARO.

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

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

Qualifying for the Domestic Products Preference:

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

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Exhibit continues on next page)

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

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

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

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

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

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

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

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

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

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

[Handwritten Signature]

COMPANY NAME The Jones Zylon Company, LLC

EXHIBIT B
PARTICIPATION COMMITMENT

N/A

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

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

EXHIBIT CDOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

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

EXHIBIT D**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.)

N/A

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

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

Service-Disabled Veteran's Name
(Please Print)

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/sdvclisting.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

EXHIBIT E**MISCELLANEOUS INFORMATION****Registration of Business Name (if applicable) with the Missouri Secretary of State:**

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

FL001419238	The JonesZylon Company, LLC
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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:

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

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

_____%

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF REGISTRATION

WHEREAS,

THE JONESZYLON COMPANY, LLC
FL001419238

existing under the laws of the State of Ohio has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 22nd day of February, 2017, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 22nd day of February, 2017.


Secretary of State



**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, bidder, 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, bidder, 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/>.
- f. 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://missouribuyss.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit 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

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Express

JonesZylon

PO Box 149, West Lafayette, OH 43845

TO:

STATE OF MISSOURI

PURCHASING

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY, MO 65101-1517

Item Number: NR 931 VVY18709210 IFBC30034901801854

OSING: APRIL 5, 2018 2:00 PM CENTRALTIME

DPMM 30 MAR '18 AM9:51

earthsmart

FedEx carbon-neutral
envelope shipping

MON 10:30
0526
03:30

ORIGIN ID: 22VA (740) 661-4344
BRIAN ANDREWS
JONES ZYLON
300 N CENTER STREET
WEST LAFAYETTE, OH 43845
UNITED STATES US

SHIP DATE: 29MAR18
ACTWT: 0.45 LB
CAD: 0529155/CAFE3111

BILL SENDER

TO

STATE OF MISSOURI
PURCHASING
301 WEST HIGH STREET ROOM 630
JEFFERSON CITY MO 651011517

THU:
PO:

REF:

DEPT:



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Express
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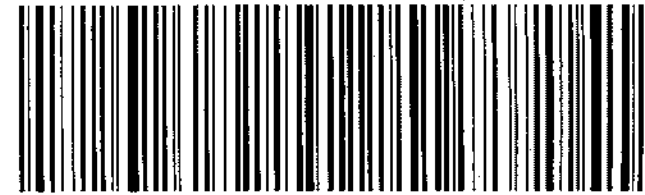
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