



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CORRECTIONS
 CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JULY 15, 2019 TO:

Diana Fredrick, CPPB, Procurement Officer II
 diana.fredrick@doc.mo.gov
 (573) 526-0591 (Phone)
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
June 26, 2019	Attn: Michael R. Weir, Owner Red Weir Athletic Supplies 2101 West Broadway, Suite K Columbia, MO 65203	Amendment 002 CN1715201	Sports and Recreation Equipment, Supplies, and Accessories for Missouri Department of Corrections

CONTRACT CN1715201 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 11, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of September 5, 2019 through September 4, 2020.

All terms, conditions, and provisions of the previous contract period, including percentage discount, shall remain and apply hereto.

The contractor should complete, sign, and return this document as acceptance on or before the date indicated above.



IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: RED WEIR Athletic Supplies
 Mailing Address: 2101 WEST BROADWAY Suite K
 City, State, Zip: Columbia, Mo. 65203
 Telephone: 573-445-4931 Fax: 573-445-5628
 MissouriBUYS SYSTEM ID: 114061
 Email: MIKE@REDWEIR.COM
 Authorized Signer's Printed Name and Title: MICHAEL R. WEIR
 Authorized Signature: [Signature] Date: 7-9-2019

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature] Alana Boyles, Director, Division of Adult Institutions 7-16-19
 Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JUNE 22, 2018 TO:

Cynthia Adkins, Procurement Officer I
cynthia.adkins@doc.mo.gov
(573) 526-6402 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
May 22, 2018	Attn: Michael R. Weir, Owner Red Weir Athletic Supplies 2101 West Broadway, Suite K Columbia, MO 65203	Amendment 001 CN1715201	Sports and Recreation Equipment, Supplies, and Accessories for Missouri Department of Corrections

CONTRACT CN1715201 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 11, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of September 5, 2018 through September 4, 2019.

All terms, conditions, and provisions of the previous contract period, including percentage discount, shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: RED WEIR Athletic Supplies

Mailing Address: 2101 W. BROADWAY Suite K

City, State, Zip: Columbia, MO. 65203

Telephone: 573-445-4931 Fax: 573-445-5628

MissouriBUYS SYSTEM ID: 114001

Email: MUSE@REDWEIR.COM

Authorized Signer's Printed Name and Title: MICHAEL R. WEIR - OWNER

Authorized Signature: *Michael R. Weir* Date: MAY 24-2018

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Alana Boyles
Alana Boyles, Director, Division of Adult Institutions

6-18-18
Date

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
diana.fredrick@doc.mo.gov

IFB931CN17152

Sports and Recreational Equipment, Supplies
and Accessories

FOR
Department of Corrections

Various Locations

Contract Period:
September 5, 2017 through September 4, 2018

Date of Issue: July 13, 2017
Page 1 of 37

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, August 09, 2017

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The vendor should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: RED WEIR Athletic Supplies
Mailing Address: 2101 W. BROADWAY SUITE K
City, State, Zip: COLUMBIA, MO. 65203
Telephone: 573-445-4931 Fax: 573 445-5628
MissouriBUYS SYSTEM ID# 119061
Email: MIKE@REDWEIR.COM

Authorized Signer's Printed Name and Title: MICHAEL R. WEIR - OWNER

Authorized Signature: [Signature] Bid Date: AUG 08 - 2017

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows:
IN ITS ENTIRETY
Contract No. CN1715201

[Signature] _____
Alana Boyles, Director, Division of Adult Institutions
_____ 8.25.17
Date

The original cover page, including amendments, should be signed and returned with the bid.

JOHN R. ASHCROFT

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



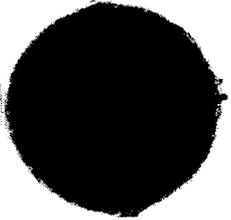
Gen. Business - For Profit Details as of 8/22/2017

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- [Business Entity FAQ](#)
- [Business Entity Home Page](#)
- [Business Entity Online Filing](#)
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- [Business Entity Contact Us](#)
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RETURN TO SEARCH RESULTS	Select filing from the list. Filing Type Acceptance of a General Business to a Non Pr
FILE ONLINE	
ORDER COPIES/ CERTIFICATES	
General Information	Filings Address Contact(s)
Name(s) RED WEIR ATHLETIC SUPPLIES, INC. Address 2101 W. Broadway Suits K Columbia, MO 65203-7632	
Type Gen. Business - For Profit	Charter No. 00128518
Domesticity Domestic	Status Good Standing
Registered Agent MICHAEL R. WEIR 2101 WEST BROADWAY COLUMBIA, MO 65203	Date Formed 3/28/1998
Duration Perpetual	
Renewal Month April	
Report Due 7/31/2018	
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Rawlings USSSA Official Baseballs

<https://www.rawlings.com/product/ROLB1USSSA.html> ▾

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Rawlings Official League USSSA Competition Baseball (Dozen ...

www.baseballexpress.com/catalog/product.jsp?productId=5992 ▾

Rawlings Official League USSSA Competition Grade Baseball (Dozen) Full grain leather cover for added durability. Composite cork and rubber center. Rawlings ...

Rawlings ROLB1 USSSA Baseballs - 1 Dozen - Amazon.com

<https://www.amazon.com/Rawlings-ROLB1-USSSA-Baseballs-Dozen/.../B011ABE2Y...> ▾

Amazon.com : Rawlings Official Stamped USSSA Baseball (Pack of 12) : Usssa Tournament Baseball : Sports & Outdoors.

Rawlings Baseballs USSSA ROLB1USSSA (1 Dozen) - CheapBats.com

<https://www.cheapbats.com> ▾ > ... > Baseballs > Rawlings Baseballs > ROLB1USSSA ▾

Rawlings USSSA Baseballs ROLB1USSSA (1 Dozen) Features:Center: Composite cork and rubber, Cover: Full grain leather for added durability, Quantity: ...

Rawlings USSSA Official Baseballs ROLB1USSSA (Dozen) - Smash It ...

www.smashitsports.com/shop/rawlings-ussa-official-baseballs-rolb1usssa-dozen/ ▾

Product Description. This USSSA baseball is an official baseball of the USSSA. These baseballs have a full grain leather cover for added durability, Rawlings ...

Rawlings ROLB1USSSA Leather Baseballs | BaseballSavings.com

<https://www.baseballsavings.com/rawlings-ussa-rolb1-leather-baseballs-p26455> ▾

Shop for Little League Balls at BaseballSavings.com. Use these Rawlings USSSA ROLB1 Leather Baseballs for your next Little League game for better ...

Rawlings ROLB1USSSA Official USSSA Baseballs - Baseball ...

baseball.epicsports.com ▾ > Balls > Baseballs ▾

Rating: 4.9 - 14 votes - \$38.09

Rawlings ROLB1USSSA Official USSSA Baseballs. This USSSA baseball is an official baseball of the USSSA. These baseballs have a full grain leather cover ...

Rawlings ROLB1 USSSA Baseballs - Hibbett US - Hibbett Sports



RAISED SEAM BASEBALLS



R100-H1
MSRP: \$133.30/DZ
 • Full-grain leather cover for added durability
 • Patented Superstitch high seam technology
 • Cushioned cork center
 • 15% Wool windings
 • Core Bond™ adhesive



R100-H2
MSRP: \$111.10/DZ
 • Full-grain leather cover for added durability
 • Rawlings' raised seam for improved grip
 • Cushioned cork center
 • Core Bond™ adhesive
 • 15% Wool windings



Handwritten signature

Handwritten signature

R100-H3
MSRP: \$91.10/DZ
 • Full-grain leather cover for added durability
 • Rawlings' raised seam for improved grip
 • Cushioned cork center
 • 15% Wool windings



RNF
MSRP: \$73.30/DZ
 • Full-grain leather cover for added durability
 • Rawlings' raised seam for improved grip
 • Composite cork and rubber center
 • 15% Wool windings
 • Core Bond™ adhesive



R200USSSA
MSRP: \$133.30/DZ
 • Full-grain leather cover for added durability
 • Patented Superstitch™ high seam technology
 • Cushioned cork center
 • 15% Wool windings
 • Core Bond™ adhesive

RAISED SEAM BASEBALLS

IRON GRADE

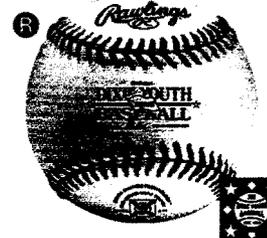
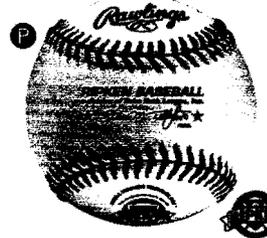
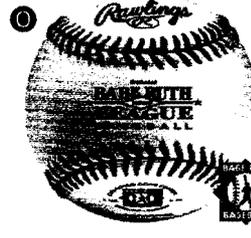
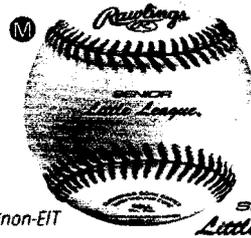
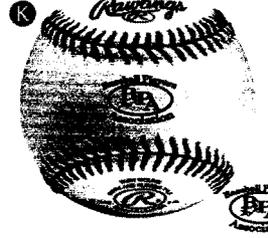
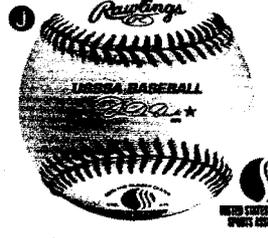
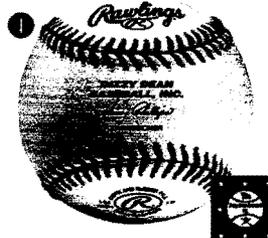
- Full-grain leather cover
- Cushioned cork and rubber center
- Rawlings' raised seam for improved grip

- G** RPLB1
- H** RDYB1
- I** RDZY1
- J** ROLBUSSA
- K** RBPA1

TOURNAMENT GRADE

- MSRP: \$99.50/DZ
- Full-grain leather cover for added durability
- Cushioned cork center
- Rawlings' raised seam for improved grip
- 15% Wool windings

- L** ROLB
- M** RSLI
- N** RLLB
- O** RBRO
- P** RCAL
- Q** RPLB
- R** RDYB
- S** ROLBUSSA



BASEBALLS | JUNIOR LEAGUE BASEBALLS

FASTPITCH/ TEE BALL 2 1/4" BARREL



PROVEN™



QUEST™



DIVA™



XENO® PLUS TEE BALL



PROVEN™ [-13]

						WTLPFR163	[-13]	LIST
28*/15	29*/16	30*/17	31*/18	32*/19	33*/20			\$158.25

- 100% Composite design at an unbelievable value
- 1-piece construction for a more solid feel on contact
- Great option for younger players who want increased bat speed and max control
- 7/8" standard handle



QUEST™ [-12]

					WTLFQPS172		LIST
27*/15	28*/16	29*/17	30*/18	31*/19	32*/20	33*/21	\$77.00

- 1-piece performance alloy construction gives you better durability with great pop
- 7/8" standard handle



DIVA™ [-11.5]

					WTLFPDV171		LIST
27*/15.5	28*/16.5	29*/17.5	30*/18.5	31*/19.5			\$40.00

- 1-piece performance alloy construction at a great value
- Designed specifically for youth players
- 7/8" standard handle



XENO® PLUS TEE BALL [-12.5]

				WTLFBXN172		LIST
24*/11.5	25*/12.5	26*/13.5				\$40.00

- 1-piece performance alloy construction at a great value
- Designed specifically for youth players
- 7/8" standard handle

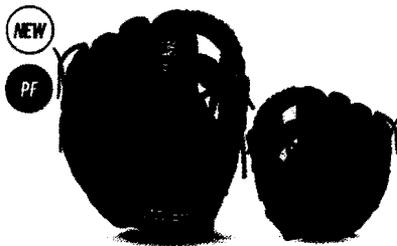


BANDIT

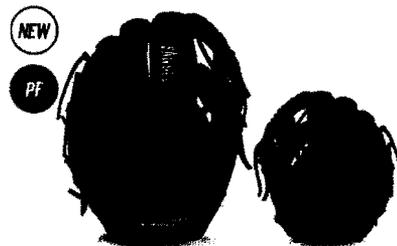
Using some of Wilson's most popular color palettes, the Bandit is the glove for the young travel ball player who likes a little style to go along with his on the field substance. Its soft full-grain steerhide bring the perfect balance of minimal break-in and outstanding durability.

Minimal break-in is what you'll take it right out of the box.

Appeals to the ball player who likes a little style.



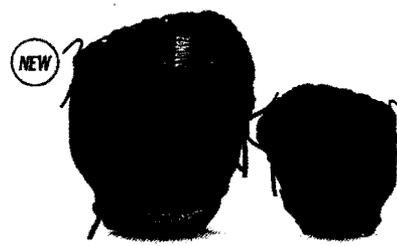
INFIELD 11.25"
 STOCK NO.
 WTA12RB171788PF
 LIST PRICE
 \$165.00
 • H-Web
 • Pedroia Fit™



INFIELD 11.5"
 STOCK NO.
 WTA12RB171786PF
 LIST PRICE
 \$165.00
 • H-Web
 • Pedroia Fit™



INFIELD 11.5"
 STOCK NO.
 WTA12RB171786
 LIST PRICE
 \$165.00
 • H-Web



PITCHER 12"
 STOCK NO.
 WTA12RB17B212
 WTA12LB17B212 [LHT]
 LIST PRICE
 \$165.00
 • 2-Piece Web



OUTFIELD 12.5"
 STOCK NO.
 WTA12RB17KP92
 WTA12LB17KP92 [LHT]
 LIST PRICE
 \$165.00
 • Pro Laced T-Web



FREE GROUND SHIPPING ON ORDERS OVER \$25



TF-1000 CLASSIC ZK BASKETBALL

\$79.99

Select Size



QTY:

Availability: Select all options for availability

1

ADD TO CART

Product Details

The sound of the dribble, the clear conscience of determination - the athlete and the TF-1000 Classic ZK Basketball compete to excel and achieve. Become one with this superior basketball, constructed with products and technology made to last.

- SPALDING® exclusive ZK microfiber composite cover material for exceptional durability
- Heritage wide channel engineered for instant channel recognition
- 100% Nylon windings for maximum structural integrity
- Rotationally balanced butyl bladder for excellent air retention
- Designed for indoor play
- Laser engraving available

NEW



TF-1000 PLATINUM ZK®

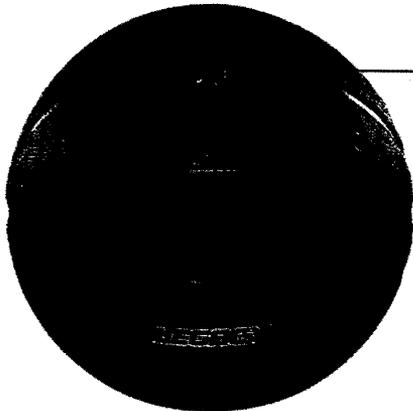
- Brand New Flagship Tournament Game Ball
- Proprietary Cutting-Edge ZK® Microfiber Composite Leather Cover with Exceptional Durability and Playability
- Unique Symmetrical Panel Design for Great Precision and Consistent Play
- Rotationally Balanced Butyl Bladder for Ultimate Air Retention and Consistent Rebound
- 100% Nylon Winding for Maximum Structural Integrity and Shape Retention
- Responsive Cushion Carcass and Deep Channel Design for Superior Control
- Laser Engraving Available

SIZE 29.5" ITEM 76-1058

SIZE 28.5" ITEM 76-1048



TF-1000 LEGACY™



- Exclusive Microfiber Composite Leather Cover Material for Advanced Moisture Management
- Soft Carcass and Deep Channels for Better Feel and Playability
- Nylon Windings for Maximum Structural Integrity
- Rotationally Balanced Butyl Bladder for Ultimate Air Retention
- Laser Engraving Available

SIZE 29.5" ITEM 74-7168

SIZE 28.5" ITEM 74-7358



TF-1000 CLASSIC ZK®



- Spalding® Exclusive ZK® Microfiber Composite Cover Material for a Soft Touch and Exceptional Durability
- Heritage Wide Channel Engineered for Instant Channel Recognition
- Nylon Windings for Maximum Structural Integrity
- Rotationally Balanced Butyl Bladder for Ultimate Air Retention
- Laser Engraving Available

SIZE 29.5" ITEM 74-7839

SIZE 28.5" ITEM 74-7849



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NCAA STREET SHOT BASKETBALL - OFFICIAL SIZE (29.5 IN)

\$24.99

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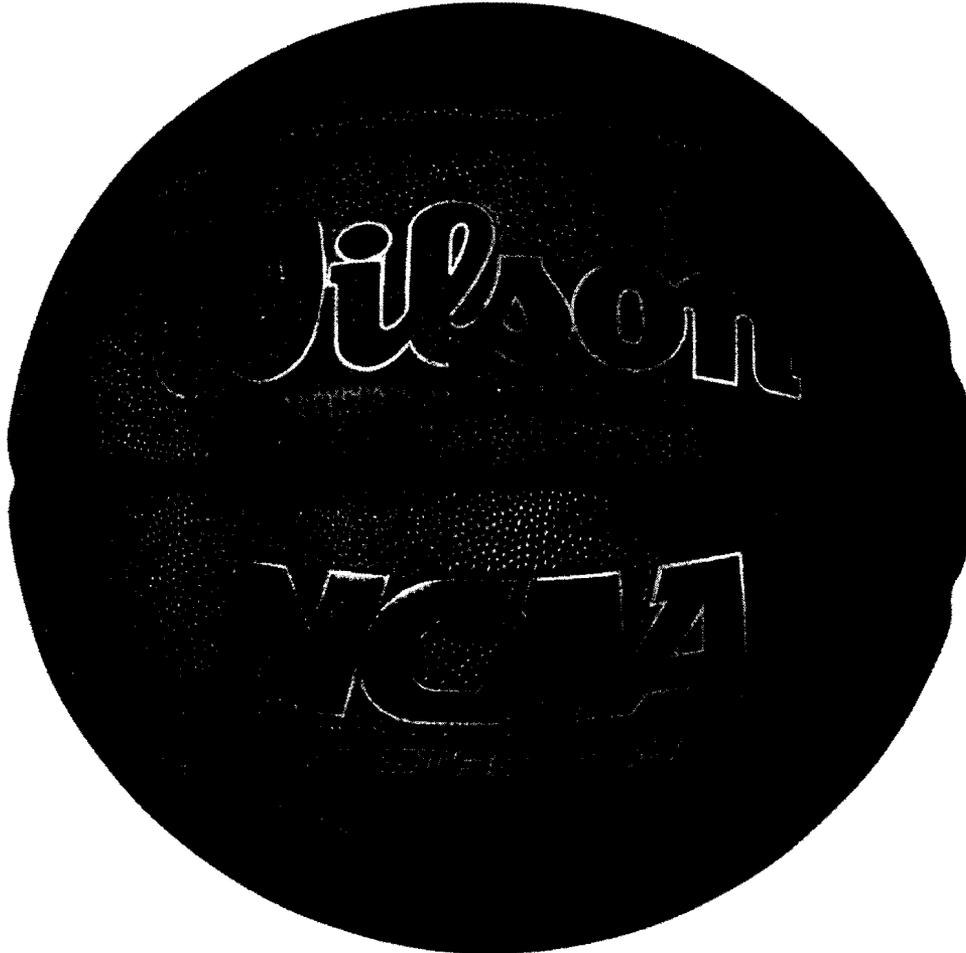
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SEND



NCAA STREET SHOT BASKETBALL- INTERMEDIATE SIZE (28.5 IN)

\$24.99



NCAA STREET SHOT BASKETBALL- YOUTH SIZE (27.5 IN)

\$24.99



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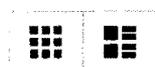


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Volleyball

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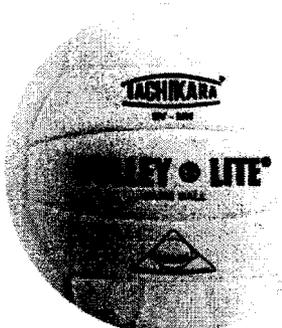
Popularity



SV5WS

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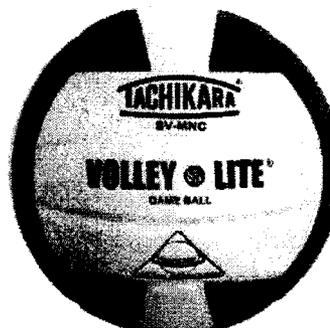
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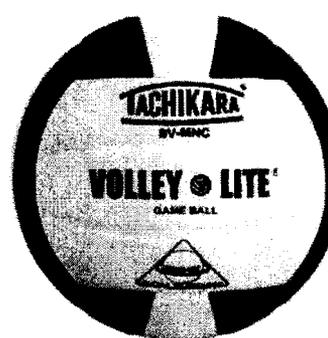
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\$52.99



SV18S

\$27.99



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\$34.99

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[TP20](#)

[SV5WSC](#)

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\$61.99

\$7.99

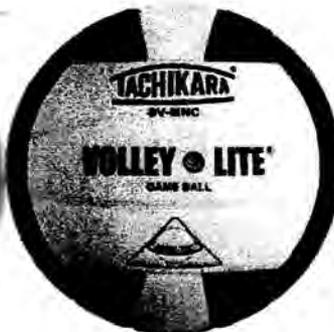
\$42.99

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\$25.99

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SV14

\$15.99

[Quickview](#)



SVMNC

\$34.99

[Quickview](#)



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SV5WSC

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TB18

\$44.99

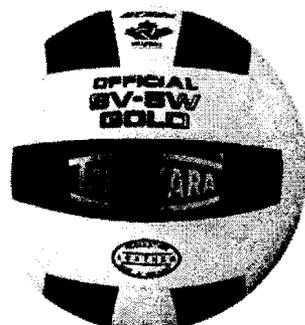
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[Quickview](#)



SV5W-GOLD

\$61.99

[Quickview](#)



SV5WSC

\$42.99

[Quickview](#)



SV5WSC

\$42.99

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SV5WSC

\$42.99

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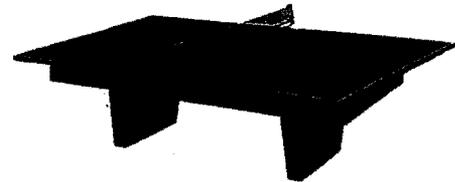
Butterfly
PREMIUM ROLLAWAY
Made in Germany



Storage

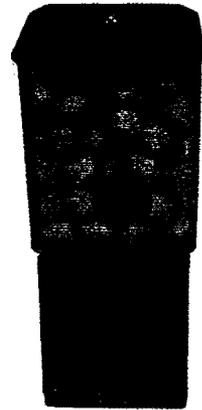
- Perfect for institutional or club use.
- 3/4" / 19mm wood top.
- 1 1/8" / 30mm square powder-coated steel legs.
- Below each leg is a height adjustment screw to ensure a level surface.
- 1 1/2" / 40mm powder-coated steel rail.
- 4" rubber wheels with locking mechanism.
- Tournament style net set with adjustments for both the net cord and posts for the most precise net height.
- Highly effective child safety feature.
- Easily folds into two separate halves allowing multiple tables to be stored in tight spaces.
- Highly reinforced cardboard packaging ensures the table will arrive safely every time!
- Quality you expect from Butterfly, the most popular table tennis brand in the world.

TTE8416\$729.95 ea.



features 1/2" black edgebanded top with sturdy angular 3/4" gloss black rail and center-mounted steel stiffeners. Side strips help align top properly and sponge rubber strips protect rails and hold top firmly in place. Corner protection. Fits 7 ft. and 8 ft. pool tables. Net and posts sold separately. Play surface 5' W X 9' D.

TTE8412\$177.95 ea.

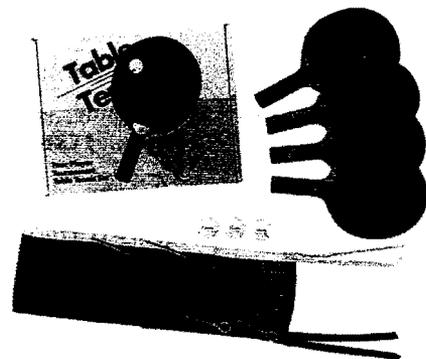


Holds approximately 120 balls. Minimum number of working parts. Easy operation. Put your tennis balls on a self sustaining basis. Sets up in seconds, easily moved. Metal base, plastic globe.

TTE8610 10¢\$134.95 ea.

TTE8611 25¢\$134.95 ea.

TTE8612 50¢\$139.95 ea.

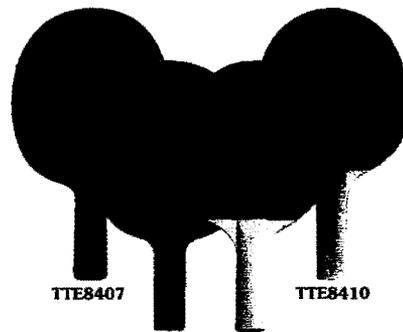


TOURNAMENT SET Set consists of 4 paddles with piped rubber faces; 1 net and post set; 3 balls.
TTE8609\$22.95 set

TOURNAMENT Deluxe net and post set. 72" cord suspended net. USTTA approved.
TTE8400\$37.95 set

DELUXE NET & POST SET Slip on net. 2" Adjustable metal posts. 66" W.
TTE8401\$19.95 set

STANDARD SET Tie on net. 1/2" Metal posts. 66" W.
TTE8405\$9.95 set



TTE8407

TTE8410

TTE8408 TTE8409

UNISTRUCTURE PADDLE Plastic piped rubber face. Straight handle. Assorted colors.

TTE8407\$42.00 dz.

UNISTRUCTURE PADDLE Same as above except with smooth plain face.

TTE8408\$27.60 dz.

LAMINATED PADDLE Features 5-ply blade. Straight handle. Rubber face. Assorted colors. Good quality!

TTE8409\$36.60 dz.

LAMINATED PADDLE 5-ply blade with sand face and straight handle. Good quality!

TTE8410\$36.60 dz.



ONE STAR RECREATIONAL BALLS

Recreational quality, 40mm ITTF regulation size and weight. Specify White, Orange, Multi-color or Sport Balls.

TTE8414 (Pictured).....\$4.20 6/pk.

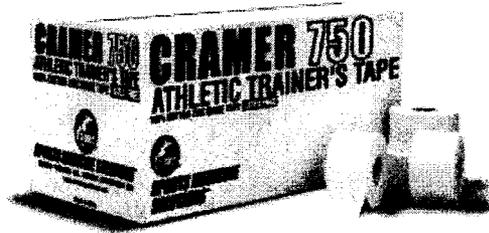
THREE STAR BALLS Tournament quality, 40mm ITTF regulation size and weight. Extended ball play. Specify White or Orange.

TTE8413\$9.00 6/pk.

ALL ITEMS F.O.B. FACTORY

CRAMER 750 ATHLETIC TAPE

Q



Saving money doesn't mean settling for 2nd quality tape. Cramer 750 is designed to provide high end performance at a budget conscious price.

Computer calibrated unwind for consistency and performance roll to roll.

Latex free adhesive.

A high-quality cotton tape at an affordable price. Zinc Oxide Tape provides excellent tensile strength and superior conformability.



Availability: In stock

CRAMER 750 ATHLETIC TAPE

SKU : 280750

\$99.91

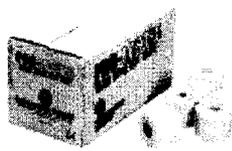
Qty: 1 [ADD TO CART](#)

RELATED PRODUCTS



Cramer 950 Athletic Tape

\$37.27



Cramer Pro-Lastic Tear Stretch Tape

\$70.91



Tape Underwrap

\$49.91



CRAME TAPE

\$77.9

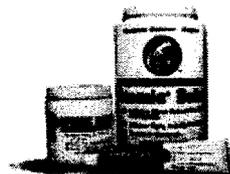
Other top rated products



Red Hot Ointment

☆☆☆☆☆(0)

\$25.00



Atomic Balm

☆☆☆☆☆(0)

\$12.91



Tuf-Skin

☆☆☆☆☆(0)

\$15.27

Powered by 



3 Questions \ 3 Answers

 WRITE A REVIEW

 ASK A QUESTION

Reviews (0) Questions (3)



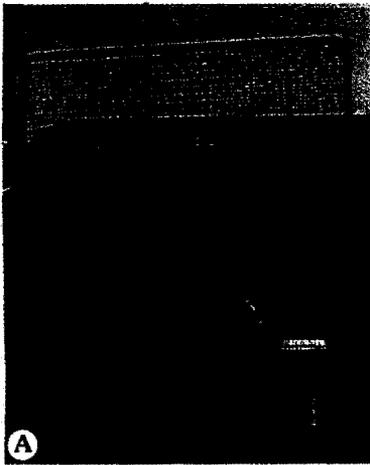
BE THE FIRST TO WRITE A REVIEW

VIEW BY CATEGORY

- Analgesics
- Athletic Training Kits
- Braces & Supports
- Cold Therapy
- Educational Products
- Endurance Support System
- First Aid Kits
- Hydration
- Mouth Guards
- Padding & Protectives
- Protective Apparel
- Splints
- Taping & Wrapping
- Team Supplies
- Training Room Supplies
- Wound Care
- New Products

MY CART

You have no items in your shopping cart.



Deluxe frames are heavy duty 1-1/2" square galvanized steel frames with swaged joints for easy assembly. Push-button connectors make disassembly a snap for quick take-down & storage. Push-button legs come off easily for transport inside doorways. Frames are all 7' High x 7' Wide. Nets are #42 black heavy-duty weather & U.V. treated twisted knotted netting. Nets are pillow-case style construction for ease of installation over frame. Each net comes with lacing cord to permanently attach net to base and secure any openings.

- A) BSB6020 Fielders Protector 7' x 7'\$219.95 ea.
- B) BSB6021 Pitchers L Protector 7' x 7'\$219.95 ea.
- BSB6022 S/B Pitchers Protector 7' x 7' w/cutout (Not shown).....\$219.95 ea.
- C) BSB6023 Sock Net 7' x 7'\$284.95 ea.



The Accubat brings power and accuracy to tryouts, practices and fielding drills. Enlist the help of Moms, Dads, Grandparents and players to hit grounders, fly balls, line-drives. Practice any fielding situation more consistent with much less fatigue. Designed by a Professional Baseball player/coach for parents and coaches. Tough Super Polymer frames give long-lasting durability for both Baseball and Softball. "PRO" Model is black and weighs 26 oz.. "COACHES HELPER" Model is red and weighs 20 oz. (perfect for use by women and young players). The ACCUBAG is a padded Nylon bag with handle and carrying strap and 2 ball pockets for storage. The main compartment is large enough to hold an Accubat and glove.

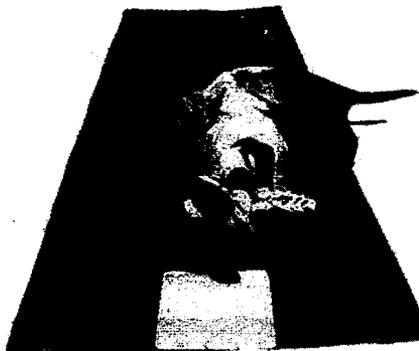
- BSB1150 (Pro Model)\$69.95 ea.
- BSB1151 (Coaches Helper) ...\$64.95 ea.
- BSB1152 (Accu-bag)\$16.95 ea.

- PETERSON SCOREMASTER 25 Games.
- BSB4711\$5.50 ea.

JACKSON JAGUARS MIDDLE SCHOOL										
	1	2	3	4	5	6	7	8	9	Total
Guest										
Home										

Heavy duty, inning-by-inning, powder coated aluminum scoreboard. Great for baseball/softball organizations. 9" yellow fluorescent numbers are permanently attached and visible over 300 feet. Large space is standard. Display size approx. 4' x 8'. Basic assembly required. Weight 65 lbs.

- SCE4350\$1,199.95 ea.

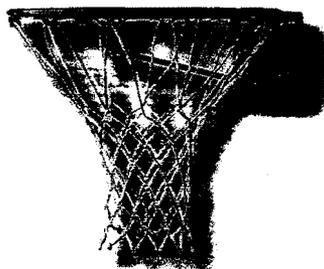


Developed and endorsed by long-time major leaguer Tom Tresh. Ideal training tool to teach sliding. Features canvas sliding sheet placed on top of pad/mat constructed of ultra durable Cordura® with open cell foam; measures a full 2 1/2" thick, 42" wide and 12' long.

- BSB1137 Standard\$349.95 ea.

ALL ITEMS F.O.B. FACTORY

BASKETBALL



**BASKETBALL NET
400 [®]**

- 4mm
- 50 gm

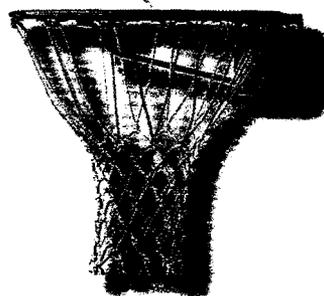
\$1.84 each



**BASKETBALL NET
405 [®]**

- 4mm
- 50 gm

\$2.10 each



**BASKETBALL NET
407 [®]**

- 5mm
- Non-whip action
- 155 gm

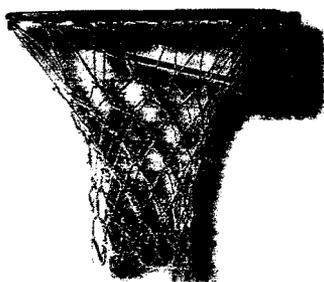
\$4.14 each



**BASKETBALL NET
408 [®]**

- 6mm
- Chemically treated
- Non-whip loops
- 200 gm

\$5.78 each



**BASKETBALL NET
409 [®]**

- 5mm
- Chemically treated
- Non-whip loops
- 90 gm

\$3.18 each



**BASKETBALL NET
410 [®]**

- Heavy duty steel chain net
- Zinc plated galvanized steel
- Will not rust

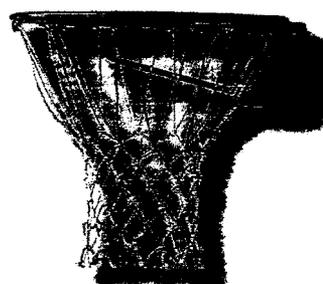
\$9.16 each



**BASKETBALL NET
411 [®]**

- 7mm
- Chemically treated
- Non-whip loops
- 250 gm

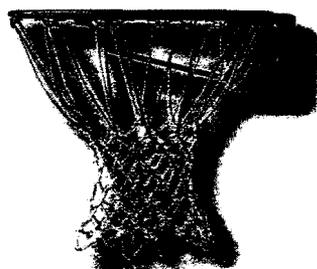
\$6.66 each



**BASKETBALL NET
416 [®]**

- 6mm
- Non-whip action
- 228 gm

\$5.32 each



**BASKETBALL NET
417 [®]**

- 7mm
- Deluxe professional net
- Non-whip action
- 288 gm

\$5.86 each

[®] = Retail Packed

www.championsports.com

"Red" Weir
ATHLETIC SUPPLIES - TROPHIES
CROSSROADS SHOPPING CENTER
2101 W. BROADWAY
COLUMBIA, MO. 65203
(573)445-4931 FAX (573) 445-5628
info@redweir.com

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
8/17/2017 12:14 PM

RECEIVED
AUG 17 2017
PURCHASING

*Mr. [unclear] [unclear]
Mo Dept. of Corrections
Purchasing Section
[unclear]
[unclear]*

Fredrick, Diana

From: Fredrick, Diana
Sent: Wednesday, August 16, 2017 4:23 PM
To: 'Mike Weir'
Subject: RE: IFB931CN17152-Sports and Recreational Equipment, Supplies and Accessories

Hi Mike,

This is just a friendly reminder that I need the below printouts by tomorrow or I will be unable to continue with my evaluation of your bid.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:30 PM and 2:00 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

From: Mike Weir [<mailto:mike@redweir.com>]
Sent: Thursday, August 10, 2017 11:18 AM
To: Fredrick, Diana
Subject: Re: IFB931CN17152-Sports and Recreational Equipment, Supplies and Accessories
Importance: High

will do

Mike Weir
Red Weir Athletic Supplies
2101 W. Broadway
Columbia, MO 65203
573-445-4931
573-445-5628 fax

From: Fredrick, Diana
Sent: Thursday, August 10, 2017 10:58 AM
To: Mike@redweir.com
Subject: IFB931CN17152-Sports and Recreational Equipment, Supplies and Accessories

Mike,

Thank you for your bid submission under the above subject solicitation. In order for us to continue with our evaluation of your bid, please submit a MSRP list/catalog for all line items to verify the pricing you have indicated on EXHIBIT B. If you do not carry these items in your catalog, please submit a copy of the printed page of the catalog you are indicating your MSRP pricing for. Please provide the documents indicated above no later than August 17, 2017.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:30 PM and 2:00 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

Mike Weir

From: "Fredrick, Diana" <Diana.Fredrick@doc.mo.gov>
Date: Thursday, August 10, 2017 10:58 AM
To: <Mike@redweir.com>
Subject: IFB931CN17152-Sports and Recreational Equipment, Supplies and Accessories

Mike,

Thank you for your bid submission under the above subject solicitation. In order for us to continue with our evaluation of your bid, please submit a MSRP list/catalog for all line items to verify the pricing you have indicated on EXHIBIT B. If you do not carry these items in your catalog, please submit a copy of the printed page of the catalog you are indicating your MSRP pricing for. Please provide the documents indicated above no later than August 17, 2017.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:30 PM and 2:00 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

"Red" Weir

Crossroads Shopping Center
2101 W BROADWAY
COLUMBIA, MO 65203

Athletic Supplies
Trophies

Phone 573-445-4931

Fax 573-445-5628

Sportswear
Shoes

August 17, 2017

IFB931CN17152 Exhibit B

Line item #1 Rawlings USSSA Baseball \$71.99 dozen

Taken from the Rawling.com website

Example #2 is from Rawlings printed catalog page 94 \$133.30
dozen

Example #3 is from Rawlings printed catalog page 95 lists
(J) ROLB1 USSSA \$73.20 doz (S) ROLBUSSA \$99.50 doz

Line item #2 Louisville Fastpitch bat #WTLFPPR163-33

Taken from the Wilson printed catalog page 112 \$158.25
(note Wilson owns Louisville)

Line item #3 Wilson Bandit 12" glove #WTA12RB17B212

Taken from the Wilson printed catalog page 9
\$165.00

Line item #4 Spalding TF-1000 Classic ZK basketball \$79.99

taken from the Spalding.com website

Line item #5 Wilson NCAA Street Shot Men's basketball

Taken from the Wilson.com website \$24.99

Line item #6 Tachikara SV5W GOLD volleyball taken from the
Tachikara.com website \$61.99

"Red" Weir

Crossroads Shopping Center
2101 W BROADWAY
COLUMBIA, MO 65203

Athletic Supplies
Trophies

Phone 573-445-4931
Fax 573-445-5628

Sportswear
Shoes

Page 2

Line item #7 Stiga 1 Star table tennis balls (6pack) taken from the Red Weir catalog page 215 \$4.20

Line item 8 Cramer 750 Athletic tape case of 32 rolls taken from the Cramer Sports Medicine website.com \$99.91 cs.

Line item #9 Peterson Scoremaster scorebooks taken from the Red Weir catalog page 35 \$5.50 ea

Line item #10 Generic anti-whip basketball net taken from the Champion Sports printed catalog page 34 #411 \$6.66 ea.

M. Weir
8/12/17

Fredrick, Diana

From: Fredrick, Diana
Sent: Thursday, August 10, 2017 10:59 AM
To: Mike@redweir.com
Subject: IFB931CN17152-Sports and Recreational Equipment, Supplies and Accessories

Mike,

Thank you for your bid submission under the above subject solicitation. In order for us to continue with our evaluation of your bid, please submit a MSRP list/catalog for all line items to verify the pricing you have indicated on EXHIBIT B. If you do not carry these items in your catalog, please submit a copy of the printed page of the catalog you are indicating your MSRP pricing for. Please provide the documents indicated above no later than August 17, 2017.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:30 PM and 2:00 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

Fredrick, Diana

From: Fredrick, Diana
Sent: Wednesday, August 09, 2017 3:50 PM
To: 'Mike@redweir.com'
Subject: IFB931CN17152 - Sports and Recreational Equipment, Supplies and Accessories
Attachments: Condensed Vendor Registration Instructions_revised 3 1 16 (3).pdf; MissouriBuys (3).pdf

Good afternoon Mike,

Thank you for your bid submission under the above subject solicitation. In order for us to continue with the evaluation of your bid, you must be registered in MissouriBUYS (<https://MissouriBUYS.mo.gov>). Please see attached documents to explain how that is done. You will need to download a copy of your W9 during the registration process. If you have any difficulty registering, please contact WebProcure.Support@perfect.com or call 866-889-8533, Monday through Friday 7:00 a.m. to 7:00 p.m. (Central Time). Please let me know as soon as you have been approved as a vendor in MissouriBUYS.

Thank you,

Diana Fredrick, CPPB

Missouri Department of Corrections, Central Office

Fiscal Management Unit, Purchasing

Phone: 573-526-0591

Fax - 573-522-1562

My office hours are from 8:30 AM to 1:30 PM and 2:00 PM to 5:00 PM

For Bidding Opportunities, please click here: <http://doc.mo.gov/DHS/Contracts.php>

EXHIBIT A, Pricing Page

The vendor must state **only one (1)** firm fixed percentage discount for all line items. The percentage discount shall be applied to the current MSRP list/catalog for all market basket items. The percentage discount quoted shall remain the same throughout the duration of the contract, including renewals (see paragraph 2.2.6). The firm fixed percentage discount must be used in quoting applicable Market Basket pricing for line items 001 through 010 on **EXHIBIT B, Market Basket Survey** (see paragraph 4.2.1).

UNSPSC Code: 49000000

Sports and Recreational Equipment, Supplies and Accessories Firm, Fixed Percentage Discount to be Applied to the MSRP for all supplies.

Line Item	Delivered To	Firm, Fixed Percentage Discount
1	Algoa Correctional Center 8501 No More Victims Rd. Jefferson City, MO 65101	<u>20</u> %
2	Boonville Correctional Center 1216 East Morgan St. Boonville, MO 65233	<u>20</u> %
3	Chillicothe Correctional Center 3151 Litton Rd. Chillicothe, MO 64601	<u>20</u> %
4	Cremer Therapeutic Center 689 Highway O Fulton, MO 65251	<u>20</u> %
5	Crossroads Correctional Center 1115 E. Pence Rd. Cameron, MO 64429	<u>20</u> %
6	Eastern Reception, Diagnostic and Correctional Center 2727 Highway K Bonne Terre, MO 63628	<u>20</u> %
7	Farmington Correctional Center 1012 West Columbia Farmington, MO 63640	<u>20</u> %
8	Fulton Reception and Diagnostic Center 1393 Highway O Fulton, MO 65251	<u>20</u> %
9	Jefferson City Correctional Center 8416 No More Victims Rd. Jefferson City, MO 65101	<u>20</u> %
10	Kansas City Reentry Center 651 Mulberry St. Kansas City, MO 64106	<u>20</u> %
11	Moberly Correctional Center 5201 South Morley Moberly, MO 65270	<u>20</u> %
12	Missouri Eastern Correctional Center 18701 Old Highway 66 Pacific, MO 63069	<u>20</u> %
13	Maryville Treatment Center 30227 US Highway 136 Maryville, MO 64468	<u>20</u> %
14	Northeast Correctional Center 13698 Airport Rd. Bowling Green, MO 63334	<u>20</u> %
15	Ozark Correctional Center 929 Honor Camp Lane Fordland, MO 65652	<u>20</u> %

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page continued

UNSPSC Code: 49000000

Sports and Recreational Equipment, Supplies and Accessories Firm, Fixed Percentage Discount to be Applied to the MSRP for all supplies.

Line Item	Delivered To	Firm, Fixed Percentage Discount
16	Potosi Correctional Center 11593 State Highway O Mineral Point, MO 63660	<u>20</u> %
17	South Central Correctional Center 255 West Highway 32 Licking, MO 65542	<u>20</u> %
18	Southeast Correctional Center 300 East Pedro Simmons Dr. Charleston, MO 63834	<u>20</u> %
19	Tipton Correctional Center 619 N. Osage Ave. Tipton, MO 65081	<u>20</u> %
20	Women's Eastern Reception, Diagnostic and Correctional Center 1101 East Highway 54 Vandalia, MO 63382	<u>20</u> %
21	Western Missouri Correctional Center 609 East Pence Cameron, MO 64429	<u>20</u> %
22	Western Reception, Diagnostic and Correctional Center 3401 Faraon St. St. Joseph, MO 64506	<u>20</u> %

Restocking Fee:

The vendor should state a firm fixed percentage of the invoiced charge for returned items as described in Section 2.4 of the IFB: 0 % NO CHARGE FOR RESTOCKING

Delivery:

The desired delivery is fifteen (15) calendar days after receipt of a properly executed purchase order or Canteen Purchasing Card transaction. If the vendor's delivery is different, the vendor should state delivery in calendar days after receipt of order: 20 days ARO.

Warranty:

At minimum, the vendor shall provide the standard manufacturer's warranty on all items. The warranty shall commence upon delivery and acceptance of the items by the Department. The vendor should state additional warranty terms, if the terms differ from the stated requirements (e.g., longer coverage, etc.):

STANDARD MFG's warranty only applies

Terms:

The vendor should state below its discount terms offered for the prompt payment of invoices:

0 % if paid within _____ days of receipt of invoice

EXHIBIT A, Pricing Page continued

Vendor's Acceptance of the Canteen Purchasing Card (Visa):

The vendor should indicate agreement/disagreement to allow the Department to make purchases using the canteen purchasing card (Visa). If the vendor agrees, the vendor shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the vendor shall agree to provide the items at the prices stated herein.

Agreement X Disagreement _____

Web Site:

The vendor should state web site address if online invoicing is available: N/A

By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The vendor further agrees that the language of this IFB shall govern in the event of a conflict with its bid.

Company Name: RED WEIR Athletic Supplies

Printed Name: MICHAEL R WEIR Email: mike@redweir.com

Authorized Signature: [Signature] Date: Aug 28 - 2017

END OF EXHIBIT A

EXHIBIT B

Market Basket Survey

THE VENDOR MUST COMPLETE AND SUBMIT EXHIBIT B. FAILURE TO DO SO SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE.

The vendor must quote the current MSRP and catalog page number for all Market Basket items.

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

LINE ITEM	DESCRIPTION	QTY	UNIT	MSRP UNIT PRICE	CATALOG PAGE NUMBER
001	Rawlings Official League USSSA Tournament Grade Baseball	1	Dozen	\$ 71.99	
002	Louisville Slugger, Fast Pitch Softball Bat, Product #WLTFPPR163-33	1	EA	\$ 158.25	
003	Wilson Bandit 12" Baseball Glove Product #WTA12RB17B212	1	EA	\$ 165.00	
004	Spalding TF-1000 Classic ZK Basketball, Men's 29.5"	1	EA	\$ 79.99	
005	Wilson NCAA Street Shot Basketball Men's 29.5"	1	EA	\$ 24.99	
006	Tachikara SV5WGold Leather Game Volleyball, White	1	EA	\$ 61.99	
007	Stiga 1-Star Table Tennis Balls White, 6 pack	1	EA	\$ 3.99	
008	Cramer 280750 100% Cotton Athletic Training Tape - 1-1/2" x 15 yards 32 rolls per case	1	CS	\$ 99.91	
009	Scoremaster Baseball/Softball Scorebook	1	EA	\$ 5.40	
010	Generic Anti-Whip Basketball Net Heavy, Durable Nylon	1	EA	\$ 6.66	

ATTACHED

END OF EXHIBIT B

"Red" Weir

Crossroads Shopping Center
2101 W BROADWAY
COLUMBIA, MO 65203

Athletic Supplies
Trophies

Phone 573-445-4931
Fax 573-445-5628

Sportswear
Shoes

Exhibit B

Page 23 the MSRP prices were taken direct from the Manufactures web sites.

- Line 1 Rawlings.com
- Line 2 Wilson.com
- Line 3 Wilson.com
- Line 4 Spalding.com
- Line 5 Wilson.com
- Line 6 Tachikara.com
- Line 7 Escalade Sports.com
- Line 8 Cramer Sports Medicine.com
- Line 9 Scoremaster.com
- Line 10 Champion Sports.com

EXHIBIT F

Miscellaneous Information

Employee/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:	<i>NA</i>
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:	_____ %

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.

<i>00128518</i>	<i>Red Weir Athletic Supplies</i>
<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:	

END OF EXHIBIT F



MISSOURI ONLINE BUSINESS FILING

MY ACCOUNT

HOME

SEARCH

Shopping Cart

Online Help

Welcome, Red Weir Athletic Supplies

Log Out

Corporation Search by Charter No.

- [Business Entity Fees & Forms](#)
- [Business Entity FAQ](#)
- [Business Entity Home Page](#)
- [Business Entity Online Filing](#)
- [Business Outreach Office](#)
- [Business Entity Contact Us](#)
- [UCC Online Filing](#)
- [Secretary of State Home Page](#)

Required Field

Search

Search for a Business Entity Using Charter No.

Charter Number

SEARCH

Search Results as of 8/8/2017 12:44 PM

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
RED WEIR ATHLETIC SUPPLIES, INC.	00128518	Gen. Business - For Profit (Domestic)	Good Standing	3/29/1968	MICHAEL R. WEIR

Instructions for Submitting a Solicitation Response

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

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

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

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

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

- 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 Department 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*****

TABLE OF CONTENTS

This document, referred to as an Invitation for Bid (IFB), is divided as follows:

- Section 1: Introduction and General Information
- Section 2: Performance Requirements
- Section 3: General Contractual Requirements
- Section 4: Bid Submission, Evaluation and Award Information
- EXHIBIT A – Pricing Page
- EXHIBIT B – Market Basket Survey
- EXHIBIT C – Participation Commitment
- EXHIBIT D - Documentation of Intent to Participate
- EXHIBIT E - Missouri Service-Disabled Veteran Business Enterprise Preference
- EXHIBIT F - Miscellaneous Information
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- Terms and Conditions

*******END OF TABLE OF CONTENTS*******

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes a request for competitive bids from prospective vendors for the Missouri Department of Corrections (hereinafter referred to as "Department"), to establish a contract for the purchase and delivery of sports and recreational equipment, supplies and accessories (hereinafter referred to as "items") for twenty-two correctional institutions on an as needed basis in accordance with the requirements and provisions stated herein.

1.1.2 Funds – Expenditures from general revenue funds are not included in this contract.

1.1.3 The Department desires to establish a contract for items only deliverable by UPS, FedEx, DHL, USPS, contractor truck, etc. The following list shows an example of the types of items that will be purchased under this contract.

- balls (all sports)
- bats
- paddles
- rackets
- gloves
- shoes
- jerseys
- score books
- athletic tape
- playing cards
- board games

1.1.4 The contract **shall not include** large items such as weight machines, free weights, aerobic equipment, bleachers, backstops, tables, infield drags, volleyball standards, scoreboards (manual or electric), items that qualify as fixed assets, and other items requiring assembly or common carrier delivery.

1.1.5 The contract shall be considered a preferred-use contract meaning there will be situations where an institution may waive itself from using the contract so long as such determination is supportable and in the best interest of the Department. Reasons for not using the contract shall include, but shall not be limited to, the following:

- offered packaging is not usable by the institution (e.g., gross versus a dozen);
- order delivery time is not meeting the institution's needs;
- specific item is out of stock for an unreasonable amount of time (to be determined by the Department);
- cost of the item exceeds historical and/or current market price; and/or
- order total is below the contract minimum order amount.

1.2 Questions Regarding the IFB:

1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or

regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

- 1.2.2 Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
- 1.2.3 All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.fredrick@doc.mo.gov.
- 1.2.4 The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB addendum as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any addendums thereto.

1.3 General Information:

- 1.3.1 Terms and Conditions - It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
 - Submission of Bids
 - Preparation of Bids
 - Evaluation and Award

END OF PART 1: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. 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 in the Exhibit section of this IFB. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the Department.

2.1 General Requirements:

- 2.1.1 The contractor shall provide the items on an as needed if needed basis as ordered by the Department. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the items and to the sole satisfaction of the Department.
- 2.1.2 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all items and services provided.

2.2 Firm, Fixed Percentage Discount:

- 2.2.1 The firm, fixed percentage discounts shall be as indicated on **EXHIBIT A, Pricing Page**. The percentage discounts shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed including any items that are drop shipped. The Department 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.
- 2.2.2 The percentage discounts quoted on **EXHIBIT A, Pricing Page** shall be considered firm and fixed. The percentage discounts shall be applied to the current MSRP list/catalog for all items ordered.
- 2.2.3 The contractor shall understand and agree that the MSRP list/catalog may change during the contract period; although, such pricing shall not change with a frequency greater than every six (6) months. It is desirable that the MSRP list/catalog change on an annual basis only.
- 2.2.4 The contractor shall understand in the event that the MSRP list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The Department shall always receive the contractor's lowest price for the item.
- 2.2.5 The contractor shall furnish a minimum of two (2) current MSRP lists/catalogs, with products clearly identified, to all twenty-two institutions. The MSRP lists/catalogs must be delivered to the locations to the attention of the Recreation Director within ten (10) days of award of contract and within five (5) days of any catalog revisions or updates. The contractor shall supply additional catalogs requested by each location at no additional cost. The contractor may provide on-line or electronic catalogs as a supplement only.
- 2.2.6 The contractor shall understand and agree that the stated firm, fixed percentage discount shall remain the same throughout the duration of the contract and all renewal periods.
- 2.2.7 The contractor shall not impose a discount "floor" when applying the quoted percentage discount to determine pricing for any item.
- 2.2.8 The contractor must pass along any manufacturer's specials or quantity discounts that would result in a price lower than the current MSRP lists/catalogs selling price.

2.2.9 The contractor's current MSRP list/catalog used in determining the product price shall be the contractor's published MSRP list/catalog offered to the public. The contractor shall not create, nor publish, a separate MSRP list/catalog specifically for the Department unless it results in lower costs to the Department.

2.3 Minimum Orders:

2.3.1 The minimum order dollar amount for delivered orders shall be no more than \$250.00 per order.

- a. The Department reserves the right purchase outside the contract for delivered orders below the minimum order dollar amount.
- b. There shall be no minimum order dollar amount for orders picked up by the Department at the contractor's storefront or pick-up location.

2.3.2 There shall be no minimum order quantity amounts other than the smallest unit of order for each item as stated in the contractor's catalog.

2.4 Product Returns:

2.4.1 Individual items may be returned to the contractor, provided the items are in resalable condition (original, unmarked, sealed package) and are returned within thirty (30) days of receipt of the order.

2.4.2 For items shipped in error, and for defective and/or damaged items, the contractor shall arrange for the return of the item(s) in a timely manner and the contractor shall be responsible for all shipping and handling costs.

2.4.3 If a restocking fee is assessed, it shall not be assessed in cases where the item was shipped in error or was otherwise damaged, defective, or received past the agreed-upon delivery time. The restocking fee, if assessed, must be a fixed percentage of the invoiced charge for the returned item(s) and as stated on **EXHIBIT A, Pricing Page**.

2.4.4 All items returned must be credited back to the Department within two (2) working days after the receipt of the item via a credit invoice.

- a. If the Canteen Purchasing Card (Visa) is used for payment of the returned item(s), the Canteen Purchasing Card shall be credited within one (1) business day after receipt of the returned item(s).

2.5 Delivery Requirements:

2.5.1 Orders shall be placed by the institutions. The contractor must begin accepting orders upon Notice of Award. Orders should be delivered to the ordering institution within fifteen (15) calendar days after receipt of an authorized purchase order or canteen purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the MSRP list/catalog price, discounted as indicated on **EXHIBIT A, Pricing Page**.

- a. Delivery Addresses: See **EXHIBIT A, Pricing Page**
- b. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at: <https://www.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.5.2 Delivery shall include unloading shipments at the Department dock or other designated unloading sites as requested by the Department. All orders must be shipped FOB Destination, Freight Prepaid and Allowed.

2.5.3 **The contractor must coordinate its delivery schedule with the ordering institution.** Institutions may have specific times that deliveries can be accepted based on security procedures. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Pursuant to paragraph 12.b. in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the facilities identified on **EXHIBIT A, Pricing Page**.

2.5.4 Delays in the Delivery Performance:

- a. If at any time the contractor should encounter conditions impeding delivery of the awarded item(s), the contractor shall immediately notify the Department in writing of the fact of delay, its likely duration, and its cause(s). As soon as practicable after receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources, unless an extension of time is agreed upon pursuant to 2.5.4 a.

2.5.5 The Department reserves the right to pick-up items at the contractor's storefront or pick-up location if deemed in the best interest of the Department.

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall accurately invoice per the firm fixed percentage discount indicated on **EXHIBIT A, Pricing Page**, for each line item and shall issue one invoice per order.

2.6.2 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

- a. If the Canteen Purchasing Card is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The Canteen Purchasing Card shall not be charged until all goods have been received and accepted.

2.6.3 If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:

Attn: Offender Financial Services
Missouri Department of Corrections
P.O. Box 1609
Jefferson City MO 65102

2.6.4 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

2.6.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the website address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

- 2.6.6 The Department may choose to use the Canteen Purchasing Card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the Canteen Purchasing Card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The purchasing card shall not be charged until items are delivered, inspected, and accepted.**
- 2.6.7 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.6.8 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6.9 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item(s).

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS:

This section of the IFB includes the general contractual 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 Department and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB, addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department'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.
- a. A Notice of Award issued by the Department does not constitute an authorization for shipment of supplies or a directive to proceed with services. Before providing supplies for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. 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 Department 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.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department 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 Department 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.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the firm fixed percentage discount stated on **EXHIBIT A, Pricing Page** shall remain the same and apply during the renewal period(s).
- 3.1.4 Contract Price - All prices shall be calculated by deducting the firm fixed percentage discount, as indicated on **EXHIBIT A, Pricing Page**, from the current published MSRP list/catalog price. The Department 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.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.
- 3.1.5 Percentage Discount - The contractor shall understand and agree that the firm fixed percentage discount shall remain firm, fixed and unchanged for the entire term of the contract and for each renewal period if the option for renewal is exercised by the Department.

- 3.1.6 Order Quantities – The Department makes no guarantees of single order quantities or total aggregate order quantities.
- 3.1.7 Contract Audits - The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed upon in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the Department.
- 3.1.8 Termination - The Department 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 Department pursuant to the contract prior to the effective date of termination.
- 3.1.9 Contractor Liability - 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 Department, including its divisions, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the Department, including its divisions, 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.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its divisions, employees, and assignees.
- 3.1.10 Insurance - The contractor shall understand and agree that the Department 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.
- 3.1.11 Subcontractors - 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 Department and to ensure that the Department 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 Department and the contractor.
- a. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. 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.
- 3.1.12 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation level committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshop participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
 - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation level committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future Department 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 Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. 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.
 - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department 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.
 - d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://www.oa.mo.gov/purchasing/vendor-information> or another affidavit providing the same information.
- 3.1.13 Contractor Status - 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 Department, its divisions, 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.
- 3.1.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. 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 Department or the Department's Purchasing Section throughout the effective period of the contract.
- 3.1.15 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 3.1.16 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver items in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. 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 invoiced at the contract price.

- 3.1.17 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the Department. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.18 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- 3.1.19 Liability - The contractor shall agree that the Department shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 3.1.20 Hazard Communication Safety Data Sheets and Labeling Requirements - The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the Department must contain a safety data sheet and warning labels with each shipment/delivery compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that became effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

END OF SECTION 3: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 On-line Bid – **All vendors must be registered vendors in order to respond to the IFB electronically.** If a vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The vendor is instructed to review the IFB submission provisions carefully to ensure it is providing all required pricing, including applicable renewal pricing. Instructions on how a vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein may be saved into a word processing document, completed by a 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.
 - a. In addition, a 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 on page 1.
 - b. If a 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 Department shall consider the response which serves its best interest.
- 4.1.2 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 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.
- 4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed the contract is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php>.
 - b. In preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 4.1.4 Submission of Information – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit necessary information. The

Department is under no obligation to solicit any information if it is not included with the bid. The vendor's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.

- 4.1.5 Contact – 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 (10) calendar days prior to the official bid end date.
- 4.1.6 Compliance with Terms and Conditions – The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.
- 4.1.7 Preprinted Marketing Materials – 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 Department.
- 4.1.8 Bid Detail Requirements and Deviations – It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.

4.2 Firm Fixed Percentage Discount and Market Basket Pricing:

- 4.2.1 The vendor **must** quote a firm fixed percentage discount for the items for each line item on **EXHIBIT A, Pricing Page** of the IFB.
- a. If any line item is left blank, the percentage shall be interpreted as zero (0) discount.
 - b. Multiple percentage discounts shall be unacceptable.
- 4.2.2 Additionally, **the vendor must fully complete EXHIBIT B, Market Basket Survey**. The prices quoted for each item in the Market Basket Survey must be the current MSRP list/catalog list price for the item.

4.3 Evaluation of Cost:

- 4.3.1 The evaluation of cost shall be objective and based on the firm, fixed discounts stated on **EXHIBIT A, Pricing Page** applied to the quoted prices on **EXHIBIT B, Market Basket Survey**. After the discounted cost of each item is calculated, the total of all items shall be added together to arrive at the sum total market basket cost for each line item listed on **EXHIBIT A, Pricing Page**.
- 4.3.2 To evaluate the restocking charge, one market basket item will be picked at random and the cost multiplied by the restocking percentage to obtain a restocking cost for each line item listed on **EXHIBIT A, Pricing Page**. The restocking cost will be added to the sum total market basket cost for each line item to obtain a total bid price for each line item. The same market basket item will be used for all vendors.
- 4.3.3 For evaluation purposes only, the total contract period cost shall be determined by adding the sum totals for each line item together.

- 4.3.4 The cost evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements.
- 4.3.5 **EXHIBIT B, Market Basket Survey** must be completed by the vendor and then included with the vendor's bid. If the vendor is using MissouriBUYS to submit its bid, **EXHIBIT B** must be uploaded and included with the online bid.
- 4.3.6 Unit of Measure: If the unit of measure specified on **EXHIBIT B, Market Basket Survey** 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 **EXHIBIT B**. All mathematical conversions should be shown by the vendor and must be provided upon specific request from the Buyer of Record.
- a. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. Vendors are encouraged to contact the Buyer of Record **prior** to submission of its bid to discuss anticipated unit modifications. The vendor is cautioned the Department reserves the right to clarify the unit of measure modification.
- 4.3.7 Cost evaluation points shall be determined from the result of the calculations stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Bid Price}}{\text{Compared Vendor's Bid Price}} \times \frac{\text{Maximum Cost}}{\text{Evaluation Points}} = \text{Assigned Cost Points} \\ (100)$$

- a. Pricing for Market Basket items is for cost evaluation purposes only. While the percentage discounts quoted are contractually binding, the calculated prices for the Market Basket shall not be interpreted as contractual pricing.

NOTE: Any prompt payment discount term indicated on **EXHIBIT A, Pricing Page** will not be used in any cost calculation.

4.4 Determination for Award:

- 4.4.1 Only one award shall be made to the lowest priced responsive vendor for all line items. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Blind/Sheltered Workshop Preference and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 4.4.2 Determination of Lowest Priced Bid Including Consideration of Preferences – After completing the cost evaluation and determining preference bonus points, the vendor with the most points is considered the lowest bid. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Assigned Cost Points} + \text{Earned Preference Points} = \text{Total Points}$$

- 4.4.3 Other Considerations: The Department 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 Department reserves the right to clarify any and all portions of any vendor's offer.

4.5 Organizations for the Blind and Sheltered Workshop Preference:

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

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

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

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

<http://www.lhbindustries.com>

<http://www.alhaphointe.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 C, Participation Commitment**, shall be interpreted as a contractual requirement.

4.6 Missouri Service-Disabled Veteran Business Enterprise Preference:

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

4.7 Other Bid Submission Requirements:

- 4.7.1 Storefront/Pick-Up Locations – The vendor should list its storefront/pick-up location(s) where ordered items may be picked up on **EXHIBIT G, Storefront/Pick-Up Locations**.

- 4.7.2 Catalog – In order for the Buyer of Record to verify the vendor’s pricing during the cost evaluation, the vendor should include the current MSRP list/catalog used for **EXHIBIT B, Market Basket** pricing with its bid response. Failure to include the current MSRP list/catalog may render the vendor’s bid as non-responsive.

- 4.7.3 Miscellaneous Information – The vendor should complete and submit **EXHIBIT F, Miscellaneous Information**.

- 4.7.4 Business Compliance - 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 Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

END OF SECTION 4: BID SUBMISSION, EVALUATION AND AWARD INFORMATION

N/A

EXHIBIT C

Participation Commitment

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor’s 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 product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> IFB Paragraph References:
2.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> IFB Paragraph References:

END OF EXHIBIT C

W/A

EXHIBIT D

Documentation of Intent to Participate

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

Contact Name: _____

Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date (Dated no earlier than the IFB issuance date)

END OF EXHIBIT D

EXHIBIT E**Missouri Service-Disabled Veteran Business Enterprise Preference**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department of Corrections 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 the Department of Corrections 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.);
 - a. Having the management and daily business operations controlled by one (1) or more SDVs;
 - b. 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
 - c. 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 the Department of Corrections or to the Office of Administration, Division of Purchasing (DP), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

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

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

EXHIBIT E continued on next page

N/A

EXHIBIT E (continued)

Missouri Service-Disabled Veteran Business Enterprise Preference

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

Service-Disabled Veteran's Name
(Please Print)

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 the state agency or to the Office of Administration, Division of Purchasing (DP) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing (DP).

Date SDV Documents were submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were submitted:
_____ (If known)

(NOTE: If the SDVE and SDV are listed on the DP SDVE database located at <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>, then the SDV documents have been submitted to the DP within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DP will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Procurement Officer

Date

END OF EXHIBIT E

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

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. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **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.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **Vendor** means the 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.
- h. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- k. **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 opening date and time.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department 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 Exhibits, Attachments, and Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **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.
- o. **Pricing Page(s)** applies to the Exhibit 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 opening date and time.
- p. **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 procurement operations of the Department.
- q. **Shall** has the same meaning as the word **must**.
- r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- 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 utilize 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. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department 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 or evaluation process 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 of Record of the Department, unless the IFB specifically refers the vendor to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening 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 (10) calendar days prior to the IFB opening 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 the Department 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. The Department 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. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, 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://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website and 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.

5. 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 be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department 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, and shall be delivered to the Department's designated destination 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 the 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.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the IFB, and be priced as required. Vendors are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the vendor to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening 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 opening 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 Department's 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 the Department's Purchasing office prior to the official opening 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 opening 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 a 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 submitting a hard copy 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 the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.

- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with I CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. 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, made 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.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record 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 the Department 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 Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the vendor(s) 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 sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from a 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 the Department to the successful vendor. The Department reserves the right to make awards by item, group of items, or on an all or none basis. The grouping of items awarded shall be determined by the Department 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 submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records 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 if requested.
- l. The Department 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 I CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. 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) the Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. 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.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

14. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

15. 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.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for 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, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

26. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. 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:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. 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;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

30. AMERICANS WITH DISABILITIES ACT

- a. 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).

31. FILING AND PAYMENT OF TAXES

- a. 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 a vendor's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

- a. 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.

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