



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JANUARY 31, 2018 TO:

Cynthia Adkins, Procurement Officer I

[cynthia.adkins@doc.mo.gov](mailto: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
December 19, 2018	Attn: Dennis Wappelhorst, General Manager Big St. Charles Motorsports 3830 West Clay St. Charles, MO 63301	Amendment 002 Y17709108	Repair Parts for Kawasaki Brand Utility Vehicles for Western Reception, Diagnostic, and Correctional Center

CONTRACT Y17709108 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 March 22, 2019 through March 21, 2020.

All terms, conditions, and provisions of the previous contract period, including discount percentage, 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: Big St Charles Motorsports  
Mailing Address: 3830 West Clay  
City, State, Zip: St Charles MO 63301  
Telephone: 636 946 6487 Fax: 636 946 7307  
MissouriBUYS SYSTEM ID: 91760  
Email: dennis.wappelhorst@yahoo.com  
Authorized Signer's Printed Name and Title: Dennis Wappelhorst, GM  
Authorized Signature: [Signature] Date: 12/21/18

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

[Signature]  
Alana Boyles, Director, Division of Adult Institutions

12.28.18  
Date



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN APRIL 11, 2018 TO:

Steven W. Beeson, Procurement Officer I  
steven.beeson@dqc.mo.gov  
(573) 526-6590 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
March 28, 2018	Attn: Dennis Wappelhorst, GM Big St. Charles Motorsports, LLC 3830 W. Clay St. Charles, MO 63301	Amendment 001 Y17709108	Repair Parts for Kawasaki Brand Utility Vehicles For Western Reception Diagnostic Correctional Center

CONTRACT Y17709108 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 11, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 22, 2018 through March 21, 2019.

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

If in agreement, 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: Big St Charles Motorsports  
Mailing Address: 3830 West Clay  
City, State, Zip: St Charles MO 63301  
Telephone: 636-946-6487 Fax: 636-946-7307  
MissouriBUYS SYSTEM ID: 91760  
Email: dennis.wappelhorst@yahoo.com  
Authorized Signer's Printed Name and Title: Dennis Wappelhorst GM  
Authorized Signature: [Signature] Date: 3/28/18

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

[Signature]  
Alana Boyles, Director, Division of Adult Institutions

4.2-18  
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](mailto:diana.fredrick@doc.mo.gov)

# IFB931Y17709108

Repair Parts for Kawasaki Brand Utility Vehicles

FOR

Department of Corrections  
Western Reception, Diagnostic  
and  
Correctional Center

Contract Period:  
Date of Award through One Year

Date of Issue: February 16, 2017  
Page 1 of 35

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, March 16, 2017

SEALED bids must 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 bidder 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:

Big J + Charles Motorsports LLC

Mailing Address:

3830 West Clay

City, State, Zip:

St Charles MO 63301

Telephone:

636-946-6487

Fax:

636-946-7307

Federal EIN #:

26-2991498

State Vendor #:

91760

Email:

dennis.wappelhorst@yahoo.com

Authorized Signer's Printed Name and Title:

Dennis Wappelhorst, GM

Authorized Signature:

Dennis Wappelhorst

Bid Date:

2/22/17

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

In its entirety  
**Y17709108**

Contract No.

Al E. Helms  
Director, Division of Adult Institutions

3/22/17  
Date

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

**EXHIBIT A, Pricing Page**

The bidder must state **only one (1)** firm fixed percentage discount for line item 1. The percentage discount shall be applied to the current Manufacturer's Suggested Retail Price (MSRP) for all repair part 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 4.3.1).

Line Item 1 C/S Code: 25101940 <i>Utility Task Vehicle Repair Parts</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for all repair parts.	<u>25</u> %

**Restocking Fee:**

The bidder should state a firm fixed percentage of the invoiced charge for returned items as described in Section 2.5 of the IFB: 20 %

**Delivery:** 15 Calendar days subject to availability from the manufacturer

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

**Warranty:**

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

Standard manufacturer's warranty

**Terms:**

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

0 % if paid within \_\_\_\_\_ days of receipt of invoice

**Bidder's Acceptance of the State Purchasing Card (Visa):**

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

Agreement X

Disagreement \_\_\_\_\_

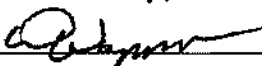
**Web Site:**

The bidder should state web site address if online invoicing is available: \_\_\_\_\_

**EXHIBIT A, Pricing Page continued on next page**

**EXHIBIT A, Pricing Page continued**

By signing below, the bidder 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 bidder further agrees that the language of this IFB shall govern in the event of a conflict with its bid.

Company Name: Big St Charles Motorsports  
Printed Name: Dennis Wappelhost Email: dennis.wappelhost@yahoo.com  
Authorized Signature:  Date: 2/22/11

**END OF EXHIBIT A**

**EXHIBIT B****Market Basket Survey**

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

The bidder must quote the current MSRP and after-discount price (bidder to use current MSRP and then apply the applicable quoted percentage discount for all Market Basket items. The bidder's quoted discount (see line item 1 on **EXHIBIT A, Pricing Page**) must be applied to the current MSRP list/catalog to find the final after-discount price for each line item.

**Example:**

MSRP list/catalog price is \$2.60

Firm fixed percentage discount is 5%

$\$2.60 \times 5\% = \$0.13$  (percentage discount amount)

Subtract the discount amount (\$0.13) from the MSRP list/catalog price (\$2.60) resulting in the final after-discount price of \$2.47.

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

LINE ITEM	DESCRIPTION	OEM PART NUMBER	QTY	UNIT	MSRP UNIT PRICE	AFTER DISCOUNT UNIT PRICE
001	Converter Assy-Drive	49093-1052	1	EA	\$ 512.00	\$ 384.60
002	Pipe-Exhaust, FR	18049-1735	1	EA	\$ 77.27	\$ 57.95
003	Pipe-Exhaust, RR	18049-1736	1	EA	\$ 55.40	\$ 41.55
004	Body-Comp-Muffler	18090-1451	1	EA	\$ 168.75	\$ 126.56
005	Element-Assy-Air Filter	11029-1004	1	EA	\$ 34.47	\$ 25.85
006	Bearing-Ball	92045-3707	1	EA	\$ 25.02	\$ 18.77
007	Igniter	21119-2157	1	EA	\$ 237.96	\$ 130.88
008	Gasket, Pump Case	11060-2289	1	EA	\$ 4.67	\$ 3.50
009	Rim, 10x8.5, F. Silver	41025-7504-5A	1	EA	\$ 96.91	\$ 72.68
010	Tube	92190-2156	1	EA	\$ 9.16	\$ 6.87

**END OF EXHIBIT B**

**EXHIBIT C****Participation Commitment**

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

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

**END OF EXHIBIT C**

**EXHIBIT D****Documentation of Intent to Participate**

N/A

If the bidder 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 bidder 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 bidder's bid.

~ Copy This Form for Each Organization Proposed ~

Bidder 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 bidder identified above.*

Indicate appropriate business classification(s):

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

Name of Organization for  
the Blind and Sheltered  
Workshop: \_\_\_\_\_

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

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

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

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

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

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

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

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 bidder 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 bidder **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

**EXHIBIT E (continued)****Missouri Service-Disabled Veteran Business Enterprise Preference**

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

Service-Disabled Veteran's Name  
(Please Print)

N/A

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran  
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE bidder 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**

**EXHIBIT F****Miscellaneous Information****Employee/Conflict of Interest:**

Bidders 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 bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in bidder'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 bidder should indicate the bidder's charter number and company name with the Missouri Secretary of State. Additionally, the bidder should provide proof of the bidder's good standing status with the Missouri Secretary of State. If the bidder 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.

LC0897731	Big St Charles Motorsports
<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**

## 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](mailto:diana.fredrick@doc.mo.gov)**

# IFB931Y17709108

**Repair Parts for Kawasaki Brand Utility Vehicles**

**FOR**

**Department of Corrections  
Western Reception, Diagnostic  
and  
Correctional Center**

**Contract Period:  
Date of Award through One Year**

**Date of Issue: February 16, 2017  
Page 1 of 35**

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, March 16, 2017**

**SEALED bids must 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 bidder 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: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal EIN #: \_\_\_\_\_ State Vendor #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date: \_\_\_\_\_

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Dave Dormire, Director, Division of Adult Institutions

\_\_\_\_\_  
Date

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

# 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.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

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

Notice: The bidder 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 bidder and their response at risk of not being accepted on time.

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

To respond electronically to a solicitation, the bidder must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the bidder must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the bidder should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Bidders 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 bidder responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Bidders are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a bidder 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 bidder electronically submits a solicitation response and also mails hard copy documents that are not identical, the bidder 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 –	<u>Pricing Page</u>
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
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, sealed bids from prospective bidders for the purchase and delivery of repair parts for Kawasaki brand utility vehicles for the Missouri Department of Corrections (hereinafter referred to as "Department"), Western Reception, Diagnostic and Correctional Center (hereinafter referred to as "WRDCC") in accordance with the requirements and provisions stated herein.
- 1.1.2 This Invitation for Bid (IFB) does not include labor or installation of repair parts.
- 1.1.3 WRDCC seeks purchase and delivery of repair parts for eleven (11) 1998, Model 2510, Kawasaki Mules.
- 1.1.4 Funds – Expenditures from federal funds are not included in this contract.

### 1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder 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 bidder's ability to submit a bid.
- 1.2.2 Except as may be otherwise stated herein, the bidder and the bidder'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. Bidders 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](mailto:Diana.fredrick@doc.mo.gov).
- 1.2.4 The Department will attempt to ensure that a bidder 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 bidders 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 Background Information:**

- 1.3.1 WRDCC is considered a maximum/medium security prison that has a housing capacity of 2,721 male offenders. WRDCC is responsible for the intake and classification of male offenders in the region.
- 1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.

**1.4 General Information:**

- 1.4.1 Terms and Conditions - It is recommended that all bidders 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 bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the Department.*

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide repair parts on an as needed if needed basis as ordered by the WRDCC. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of repair parts 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 materials, equipment and services provided.

### **2.2 Firm, Fixed Percentage Discount:**

- 2.2.1 The firm, fixed percentage discount 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. 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 discount quoted on **EXHIBIT A, Pricing Page** shall be considered firm and fixed. The percentage discounts shall be applied to the current Manufacturer Suggested Retail Price (MSRP) for all repair part items.
- 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 current MSRP lists/catalogs, with products clearly identified, to the WRDCC upon request. The MSRP lists/catalogs shall also be provided to the WRDCC as the catalogs change and/or pricing is updated.
- 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 mark-up 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 WRDCC unless it results in lower costs to the Department.

**2.3 Parts Requirement:**

- 2.3.1 The contractor shall furnish genuine original equipment manufacturer (OEM) replacement parts, aftermarket, or remanufactured parts made especially for the make and model of the covered unit on which they are to be installed.

**2.4 Warranty Requirement:**

- 2.4.1 At minimum, the contractor shall provide the standard manufacturer's warranty on all repair parts provided. During the warranty period, the contractor shall provide any parts under warranty that require replacement at no additional cost to the Department. The warranty shall commence upon delivery and acceptance of the part(s) by the WRDCC.

**2.5 Product Returns:**

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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**.
- 2.5.4 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 state purchasing card (Visa) is used for payment of the returned item, the state purchasing card shall be credited within the time frame indicated in paragraph 2.5.4.

**2.6 Delivery Requirements:**

- 2.6.1 Orders shall be placed by the WRDCC. The contractor must begin accepting orders upon Notice of Award. Orders should be delivered to the WRDCC within fifteen (15) calendar days after receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the MRSP list/catalog price, discounted as indicated on **EXHIBIT A, Pricing Page**.
- a. Delivery Address: Attn: Helen Carrel, Business Manager  
Western Reception, Diagnostic and Correctional Center  
3401 Faraon Street  
St. Joseph, MO 64506  
Ph: 816-387-2158, Ext. 2225
- 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: <http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
- 2.6.2 All orders must be shipped FOB Destination, Freight Prepaid and Allowed.

**2.7 Invoicing and Payment Requirements:**

- 2.7.1 The contractor shall accurately invoice per the firm fixed percentage discount indicated on **EXHIBIT A, Pricing Page**, and shall issue one invoice per order.
- 2.7.2 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 state 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 state purchasing card shall not be charged until all goods/services have been received and accepted.
- 2.7.3 If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.Payables@doc.mo.gov or mailed to:
- Accounts Payable/WRDCC  
Missouri Department of Corrections  
Fiscal Management Unit  
PO Box 236  
Jefferson City, MO 65102
- 2.7.3 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.7.4 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.
- 2.7.5 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.7.6 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update its vendor registration with its ACH-EFT payment information at: <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.7.7 The Department may choose to use the state 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 state 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.**
- 2.7.8 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

- 2.7.9 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.
- 2.7.10 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 bidder 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 parts or supplies or a directive to proceed with services. Before providing parts, 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.
  - 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.
  - d. Expenditures from this contract shall not exceed \$24,999.99 annually.
- 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 bidders must be registered vendors in order to respond to the IFB electronically.** If a bidder is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The bidder 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 bidder 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 bidder, 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 bidder 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 bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder 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 bidder is submitting a bid via the mail or a courier service or is hand delivering the bid, the bidder should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The bidder is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The bid should be page numbered.
  - b. 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 bidder 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 bidder is advised not to include any information that the bidder 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 bidder 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 bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder'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 bidder'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 bidders 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 bidder 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 bidder agrees that in the event of conflict between any of the bidder'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 bidder's bid non-responsive and remove it from consideration for award.
- 4.1.7 Preprinted Marketing Materials – The bidder may submit preprinted marketing materials with the bid. However, the bidder 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 bidder. The bidder 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 bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder 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 bidder shall quote a firm fixed percentage discount for repair parts on **EXHIBIT A, Pricing Page** of the IFB. The percentage discount shall be applied to the MSRP price for all items.
- If line item 1 is left blank, the percentage shall be interpreted as zero (0) discount.
  - Multiple percentage discounts shall be unacceptable.
- 4.2.2 The percentage discount 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 IFB, or as otherwise specifically stated and allowed by the IFB.
- 4.2.3 Additionally, the bidder must complete **EXHIBIT B, Market Basket Survey**. The price quoted for the item in the Market Basket Survey must be the current MSRP list/catalog list price for the item minus the percentage discount quoted on line item 1 on **EXHIBIT A, Pricing Page**. The cost evaluation shall be based on the bidder's after-discount prices as stated in **EXHIBIT B**.

#### **4.3 Evaluation of Cost:**

- 4.3.1 A cost evaluation will be conducted on market basket pricing. The after-discount prices submitted for line items 001 through 010 on **EXHIBIT B, Market Basket Survey** shall be multiplied by the respective estimated quantity for the specific line item. The subtotals for each after-discount unit price will be added

together to determine the lowest grand total. The cost evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements.

4.3.2 **EXHIBIT B, Market Basket Survey** must be completed by the bidder and then included with the bidder's bid. If the bidder is using MissouriBUYS to submit its bid, **EXHIBIT B** must be uploaded and included with the online bid.

4.3.3 **Unit of Measure:** If the unit of measure specified on **EXHIBIT B, Market Basket Survey** is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on **EXHIBIT B**. All mathematical conversions should be shown by the bidder 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. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Bidders are encouraged to contact the Buyer of Record **prior** to submission of its bid to discuss anticipated unit modifications. The bidder is cautioned the Department reserves the right to clarify the unit of measure modification.

4.3.4 Cost evaluation points shall be determined from the result of the calculations stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Grand Total}}{\text{Compared Bidder's Grand Total}} \times \frac{\text{Maximum Cost Evaluation Points}}{(100)} = \text{Assigned Cost Points}$$

**NOTE:** Pricing for Market Basket items is for cost evaluation purposes only. While the percentage discount quoted for line item 1 is 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 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder 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 bidder 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 bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or; 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder'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 bidders 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 bidder 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 bidder'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 bidder 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 bidder must provide the following information with the bid:
  - Participation Commitment - The bidder 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate - The bidder 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **EXHIBIT D, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder 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 bidders 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 Miscellaneous Information – The bidder should complete and submit **EXHIBIT F, Miscellaneous Information**.
- 4.7.3 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder 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 bidder 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 bidder 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 bidder 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**

**EXHIBIT A, Pricing Page**

The bidder must state **only one (1)** firm fixed percentage discount for line item 1. The percentage discount shall be applied to the current Manufacturer's Suggested Retail Price (MSRP) for all repair part 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 4.3.1).

Line Item 1 C/S Code: 25101940 <i>Utility Task Vehicle Repair Parts</i>	<b>Firm, Fixed Percentage Discount</b>
Firm, Fixed Percentage Discount to be Applied to the MSRP for all repair parts.	_____ %

**Restocking Fee:**

The bidder should state a firm fixed percentage of the invoiced charge for returned items as described in Section 2.5 of the IFB: \_\_\_\_\_ %

**Delivery:**

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

**Warranty:**

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

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**Terms:**

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

\_\_\_\_\_ % if paid within \_\_\_\_\_ days of receipt of invoice

**Bidder's Acceptance of the State Purchasing Card (Visa):**

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

Agreement \_\_\_\_\_ Disagreement \_\_\_\_\_

**Web Site:**

The bidder should state web site address if online invoicing is available: \_\_\_\_\_

**EXHIBIT A, Pricing Page continued**

By signing below, the bidder 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 bidder further agrees that the language of this IFB shall govern in the event of a conflict with its bid.

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF EXHIBIT A**



**EXHIBIT B****Market Basket Survey**

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

The bidder must quote the current MSRP and after-discount price (bidder to use current MSRP and then apply the applicable quoted percentage discount for all Market Basket items. The bidder's quoted discount (see line item 1 on **EXHIBIT A, Pricing Page**) must be applied to the current MSRP list/catalog to find the final after-discount price for each line item.

**Example:**

MSRP list/catalog price is \$2.60

Firm fixed percentage discount is 5%

$\$2.60 \times 5\% = \$0.13$  (percentage discount amount)

Subtract the discount amount (\$0.13) from the MSRP list/catalog price (\$2.60) resulting in the final after-discount price of \$2.47.

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

LINE ITEM	DESCRIPTION	OEM PART NUMBER	QTY	UNIT	MSRP UNIT PRICE	AFTER DISCOUNT UNIT PRICE
001	Converter Assy-Drive	49093-1052	1	EA	\$	\$
002	Pipe-Exhaust, FR	18049-1735	1	EA	\$	\$
003	Pipe-Exhaust, RR	18049-1736	1	EA	\$	\$
004	Body-Comp-Muffler	18090-1451	1	EA	\$	\$
005	Element-Assy-Air Filter	11029-1004	1	EA	\$	\$
006	Bearing-Ball	92045-3707	1	EA	\$	\$
007	Igniter	21119-2157	1	EA	\$	\$
008	Gasket, Pump Case	11060-2289	1	EA	\$	\$
009	Rim, 10x8.5, F. Silver	41025-7504-5A	1	EA	\$	\$
010	Tube	92190-2156	1	EA	\$	\$

**END OF EXHIBIT B**

**EXHIBIT C****Participation Commitment**

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

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

**END OF EXHIBIT C**

**EXHIBIT D****Documentation of Intent to Participate**

If the bidder 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 bidder 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 bidder's bid.

*~ Copy This Form for Each Organization Proposed ~*

Bidder 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 bidder identified above.*

Indicate appropriate business classification(s):

Organization  
for the Blind

Sheltered  
Workshop

Name of Organization for  
the Blind and Sheltered  
Workshop: \_\_\_\_\_

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

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

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

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

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

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

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

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 bidder 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 bidder **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

**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 bidder 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**

**EXHIBIT F****Miscellaneous Information****Employee/Conflict of Interest:**

Bidders 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 bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in bidder'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 bidder should indicate the bidder's charter number and company name with the Missouri Secretary of State. Additionally, the bidder should provide proof of the bidder's good standing status with the Missouri Secretary of State. If the bidder 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>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**

**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. **Bidder** 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 bidder 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 bidder 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 bidders 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 bidder 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 bidder 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 bidder'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 bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder 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 bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders 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. Bidders 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuyss.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 bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders 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. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder'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 bidder 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 bidder 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 bidder 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 bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder 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 bidder 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 bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders 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 bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder'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 bidders 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 1 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 bidder 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 bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder 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 bidder(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 bidder, 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 bidders 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 bidders 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 bidder, from a bidder'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 bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by 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. Bidders 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 bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## 10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder 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 bidder'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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