



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN DECEMBER 30, 2019 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 2, 2019	Attn: David Curtis, Bids Manager G T Distributors, Inc. 2545 Brockton Drive, Suite 100 Austin, TX 78758	Amendment 001 Y19708237	Monadnock Disposable Handcuffs for Missouri Department of Corrections Various Locations

CONTRACT Y19708237 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3 on pages 10 and 11, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of April 11, 2020 through April 10, 2021 at the following prices.

Line Item 001 – Monadnock Disposable Double Cuffs – \$154.78 per case

Line Item 002 – Monadnock Disposable Single Cuffs – \$93.54 per case

Additionally the Crossroads Correctional Center shall hereby be removed from Attachment 1 immediately.

All other terms, conditions, and provisions of the previous contract period 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: G T DISTRIBUTORS, INC.

Mailing Address: 2545 BROCKTON DR., STE. 100

City, State, Zip: AUSTIN, TX 78758

Telephone: 1-800-252-8310 Fax: 1-800-480-5845

MissouriBUYS SYSTEM ID: 85121

Email: TXBIDS@GTDIST.COM

Authorized Signer's Printed Name and Title: DAVID CURTIS, BIDS MANAGER

Authorized Signature: David Curtis Date: 12/06/2019

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

Alana Boyles  
Alana Boyles, Director, Division of Adult Institutions

12-10-19  
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)

## IFB931Y19708237

Monadnock Disposable Handcuffs

FOR

Department of Corrections  
Division of Adult Institutions

Contract Period:  
April 11, 2019 through April 10, 2020

Date of Issue: March 12, 2019  
Page 1 of 36

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

**2:00 p.m., April 2, 2019**

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

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the firm fixed percentage discount stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: G T DISTRIBUTORS, INC.  
Address to send POs: 2545 BROCKTON DR., STE. 100  
City, State, Zip: AUSTIN, TX 78758  
Telephone: 1-800-252-8310 Fax: 1-800-480-5845  
MissouriBUYS System ID# \_\_\_\_\_ State Vendor#: \_\_\_\_\_  
Email: TXBIDS@GTDIST.COM

Authorized Signer's Printed Name and Title: DAVID CURTIS, BIDS MANAGER

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

Bid Date: 3/26/2019

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows: **IN ITS ENTIRETYnn**

Contract No. **Y19708237**

Alyna Boyles  
Alyna Boyles, Director, Division of Adult Institutions

4.5.19  
Date

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

Line Item Number	Quote Name	Item Name	Item Description	Spec. Number	Intentional No Bid	Product Number	Delivery Date	Pricing Type	Bid/Unit	Total Quantity	Item Unit	Cost Total	Group Adjustment	Total Bid	Evaluated Item Total
GT DISTRIBUTORS, INC															
Bid Amount -14231															
1	IFB931Y19708237 Monadnock Disposable Handcuffs_4.2.19	Monadnock Disposable Double Cuffs	No Substitutions	1	N	8220-3-10B	19-04-27 00:00:00	\$ Amount	\$ 148.83	20	case	\$ 2,976.60	20	\$ 2,976.60	\$ 2,976.60
2	IFB931Y19708237 Monadnock Disposable Handcuffs_4.2.19	Monadnock Disposable Single Cuffs	No Substitutions	2	N	8210-3-10B	19-04-27 00:00:00	\$ Amount	\$ 89.94	125	case	\$ 11,242.50	125	\$ 11,242.50	\$ 11,242.50
3	IFB931Y19708237 Monadnock Disposable Handcuffs_4.2.19	1st Renewal Period Percentage Increase	<p>RENEWAL OPTIONS: The vendor must indicate below the maximum allowable percentage of price increase applicable to each renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal options at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.</p> <p>All increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE</p>	3	N			%	4.000000	1.000000	percent	4.000000	1.000000	4.000000	4.000000

## RENEWAL

**OPTIONS:** The vendor must indicate below the maximum allowable percentage of price increase applicable to each renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal options at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

**All increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A**

2nd Renewable  
Period Percentage  
Increase\_\_\_\_\_

**IFB031Y19706237**  
**Monarch**  
**Disposable**  
**Handcuffs 62.19**

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**EXHIBIT A**  
**Pricing Page** (continued)

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

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

Agreement                     X                    

## Disagreement

**Terms:**

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

0 % if paid within 30 days of receipt of invoice

**Web Site:**

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

**END OF EXHIBIT A, Pricing Page**

**EXHIBIT B****Participation Commitment**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>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.</li> <li>The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.</li> <li>The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation (\$ amount or % of total value of contract)</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the 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>
N/A		
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
<b>Total Blind/Sheltered Workshop Percentage:</b>	%	

**END OF EXHIBIT B**

**EXHIBIT C****Documentation of Intent to Participate**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the vendor's bid.

*~ Copy This Form for Each Organization Proposed ~*

Vendor Name: G T DISTRIBUTORS, INC.

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

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

Indicate appropriate business classification(s):

N/A Organization for the Blind N/A Sheltered Workshop

Name of Organization: N/A  
( Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
City: \_\_\_\_\_ Fax #: \_\_\_\_\_  
State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_  
(or attach copy of certification)


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

**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)

3/26/19  
Date

**END OF EXHIBIT C**

**EXHIBIT E****Miscellaneous Information****Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.  (<a href="http://revisor.mo.gov/main/OneSection.aspx?section=351.572&amp;bid=18804&amp;hl=">http://revisor.mo.gov/main/OneSection.aspx?section=351.572&amp;bid=18804&amp;hl=</a>)</p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>G T DISTRIBUTORS, INC.</u></p> <p>Missouri State Charter # _____</p>
<p>If the vendor is <u>not required</u> to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo. To find the specific exemption, please visit the link below.</p> <p><a href="http://revisor.mo.gov/main/OneSection.aspx?section=351.572&amp;bid=18804&amp;hl=">http://revisor.mo.gov/main/OneSection.aspx?section=351.572&amp;bid=18804&amp;hl=</a></p>	<p>State specific exemption _____  (List section and paragraph number)</p> <p>Stated in section 351.572.1 RSMo,</p> <p>_____  (State Legal Business Name)</p>

**Employee Bidding/Conflict of Interest**

If the vendor and/or any of the owners of the vendor's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	N/A
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in vendor's organization:	_____ %

**END OF EXHIBIT E**



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

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

N/A  
 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 DEPARTMENT USE ONLY**

SDV's Documents - Verification Completed By:

Procurement Officer

Date

**END OF EXHIBIT D**



**LIMITED WARRANTY  
For Riot Products**

Safariland, LLC (the "Company") warrants its Monadnock riot equipment products (suits, shields, helmets) to be free from defects in materials and workmanship under normal use or service for one (1) year from date of purchase. If you believe this product has any defects in materials or workmanship, cease use immediately and contact Customer Service for a remedy. If a product proves to be defective in materials or workmanship, at the discretion of Safariland, we will repair or replace the product free of charge and send it to you at our expense.

This is a LIMITED WARRANTY and is the sole and exclusive warranty of this product by the Company, and applies only where the products have been properly maintained in accordance with Monadnock instructions and have not been subject to misuse, negligence or accident as solely determined by Safariland. Misuse, whether intentional, negligent, accidental or otherwise, voids the guarantee as well as the limited warranty as provided herein. Any product damaged by misuse or due to failure to follow instructions may be repaired at a reasonable charge to be solely determined by Safariland, if the product is properly returned (postage prepaid) to Safariland.

For any warranty issue, please contact Customer Service at the number provided below for a prompt resolution to your concern and a Return Authorization number (RA#). All returns must have an RA# number to be processed. We are unable to accept any return unless an RA# is included on the outside of the box.

THE COMPANY MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Safariland  
1855 South Loop  
Casper, WY 82601  
Customer Service: 800.347.1200 (USA Only) or 904-741-5400

## 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)

# IFB931Y19708237

Monadnock Disposable Handcuffs

FOR

Department of Corrections  
Division of Adult Institutions

Contract Period:  
April 11, 2019 through April 10, 2020

Date of Issue: March 12, 2019  
Page 1 of 36

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

**2:00 p.m., April 2, 2019**

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

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the firm fixed percentage discount stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

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

Address to send POs: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

MissouriBUYS System ID# \_\_\_\_\_ 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. \_\_\_\_\_

\_\_\_\_\_  
Alana Boyles, Director, Division of Adult Institutions

\_\_\_\_\_  
Date

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

# Instructions for Submitting a Solicitation Response

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

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

[https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation\\_v2.7.09.16\\_revised\\_12.01.18.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf). (This document is also on the Bid Board referenced above.)

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

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

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation\\_v2.7.09.16\\_revised\\_12.01.18.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf).

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's proposal.
- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

\*\*\*\*\*END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE\*\*\*\*\*

**TABLE OF CONTENTS**

This document, referred to as an Invitation for Bid (IFB), is divided in to the following parts:

Section 1.	Introduction and General Information
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Section 3.	General Contractual Requirements
Section 4.	Bid Submission, Evaluation, and Award Information
EXHIBIT A	Pricing Page
EXHIBIT B	Participation Commitment
EXHIBIT C	Document of Intent to Participate
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## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive bids from prospective vendors for the Missouri Department of Corrections (hereinafter referred to as “Department”) to establish a contract for the purchase and delivery of Monadnock disposable handcuffs on an as needed basis for the Division of Adult Institutions in accordance with the requirements and provisions stated herein.

### 1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a bid.
- 1.2.2 Except as may be otherwise stated herein, the vendor and the vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
- 1.2.3 All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at [Diana.fredrick@doc.mo.gov](mailto:Diana.fredrick@doc.mo.gov).
- 1.2.4 The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department’s consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB addendum as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB’s language, specifications, or requirements by a formal addendum to the IFB.

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

### 1.3 General Information:

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

**1.4 Background Information:**

- 1.4.1 The Division of Adult Institutions is responsible for management of the state's 22 correctional centers.
- 1.4.2 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.

**END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION**



## **2. PERFORMANCE REQUIREMENTS**

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

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide Monadnock disposable handcuffs (hereinafter referred to as "items") on an as needed basis as specified herein and as ordered by the Department. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the items and to the sole satisfaction of the Department.
- 2.1.2 The contractor shall accept orders by mail, phone, and/or fax from the ordering institution via a purchase order or through the use of the state purchasing card.

### **2.2 Brand:**

- 2.2.1 Only the brand listed on **EXHIBIT A, Pricing Page**, will be accepted.

### **2.3 Minimum Orders:**

- 2.3.1 There shall be no minimum order requirements for the line items except the smallest unit of order (case/pkg.).

### **2.4 Substitution of Products -** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.

- 2.4.1 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 2.4.2 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the Department reserves the right to allow the substitution of any new or different product offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
- 2.4.3 Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.
- 2.4.4 The Department may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

### **2.5 Replacement of Damaged or Non-Functional Product:**

- 2.5.1 The contractor shall be responsible for replacing any item received in damaged or non-functional condition at no cost to the Department. This includes all shipping costs for returning non-functional or damaged items to the contractor for replacement.

### **2.6 Delivery Requirements:**

- 2.6.1 The items awarded under this IFB must be available for delivery to all institutions listed on **ATTACHMENT 1**.

2.6.2 All items shall be delivered F.O.B. Destination, freight prepaid and allowed. No separate charges for freight or handling shall be paid. As a matter of routine delivery of in-stock items, all items ordered by 4:00 P.M. (Central Time), should be received by the institution within five (5) business days. Out-of-stock items must be delivered as soon as possible. The contractor must notify the ordering institution of anticipated delivery of out-of-stock items within 24-hours of receipt of order. All orders received on the last day of the contract must be shipped at the firm fixed prices as indicated on **EXHIBIT A, Pricing Page**.

a. Delivery Addresses: See **ATTACHMENT 1**

b. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at: <https://oa.mo.gov/commissioner/state-holidays>.

2.6.3 The contractor shall expedite any delivery that is required to correct a mishandled order that occurs due to contractor negligence or error. Any rush delivery that occurs as a result of the contractor's error, shall be free of any associated expedited-delivery processing of mailing/handling charge. No handling surcharge shall be added for any rush or expedited orders required to correct a contractor error.

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

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

a. Pursuant to paragraph 12.b. in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the facilities identified on **ATTACHMENT 1**.

2.6.6 Delays in the Delivery Performance:

a. If at any time the contractor should encounter conditions impeding delivery of the awarded item(s), the contractor shall immediately notify the Department in writing of the fact of delay, its likely duration, and its cause(s). As soon as practicable after receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.

b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources, unless an extension of time is agreed upon pursuant to 2.6.6 a.

## **2.7 Invoicing Requirements:**

2.7.1 The contractor shall accurately invoice per the firm fixed pricing indicated on **EXHIBIT A, Pricing Page** and shall issue one invoice per order.

2.7.2 If the Department issues a purchase order, an itemized invoice shall be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov) or mailed to:

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

- 2.7.3 Each invoice submitted must be specific to one purchase order number referenced on the invoice 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. Emailed invoices should contain the purchase order number in the subject line.
- 2.7.4 If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the ordering institution within one business day.
- 2.7.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.7.6 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.7.7 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 web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

## **2.8 Warranty and Quality Assurance Guarantee:**

- 2.8.1 The contractor shall supply the manufacturer's standard warranty on all items purchased under the contract. The contractor must act as a liaison between the Department and the manufacturer on all product issues that may arise regarding products purchased under the contract.
- 2.8.2 The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s) or other sources regarding any product warranty. The contractor shall guarantee the products it provides under the contract to be free from defects in materials and workmanship, given normal use and care. The contractor shall agree to immediately replace without charge (including freight both ways) any product which proves to be defective or fails within the warranty period as specified as determined by the Department.

## **2.9 Single Point of Contact, Customer Service and Support Requirements:**

- 2.9.1 The contractor shall function as the single point of contact for all contract activities such as ordering, invoicing, delivery, and payment, regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all items and services provided.
- 2.9.2 As the single point of contact, the contractor must also provide a customer service representative(s) and a contact back-up assigned to the Department contract. The contact and backup must promptly answer questions and resolve problems that arise.
- 2.9.3 In addition, the customer service representative(s) must be available during the business day and should have regular operating hours of 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday. The customer service representative(s) should have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contracted product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. The contact, backup, and customer service representative(s) shall be available to the Department by phone, fax, or email. The contractor shall provide all contact information and keep it maintained and updated through the duration of the contract via coordination with the Department's Purchasing Section.
- 2.9.4 The contractor shall provide and maintain a primary phone number for all contract activities including orders, product information, payments, etc. It is highly desirable the primary phone number to be a toll-free number. In addition to the primary phone number, the contractor shall provide and maintain a back-up phone number in the event the primary phone number becomes inoperable. It is highly desirable the back-up phone number also be a toll-free number. In addition, the contractor shall provide a facsimile phone number for orders submitted via fax by the Department (see paragraph 2.1.2).

### 3. GENERAL CONTRACTUAL REQUIREMENTS

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

#### 3.1 Contractual Requirements:

3.1.1 **Contract** - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the response (bid), if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All exhibits 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 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.
- 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 for the contract awarded as a result of this IFB shall not exceed \$24,999.99.

3.1.2 **Contract Period** - The original contract period shall be as stated on page one (1) of the IFB. 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 twelve (12) month 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 Department exercises its option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage increase quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**, of the contract.

- a. As stated on **EXHIBIT A, Pricing Page**, all increases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price.
- b. If renewal percentages are not provided, the price during the renewal period shall be the same as during the original contract period.
- c. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such

action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 **Contract Price** - All prices shall be as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, 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 **Order Quantities** - The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The Department makes no guarantees about single order quantities or total aggregate order quantities.
- 3.1.6 **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.
- 3.1.7 **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 State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 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 State of Missouri, including its agencies, employees, and assignees.
- 3.1.8 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 3.1.9 **Contractor's Personnel** - The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

**3.1.10 Contractor's Employees** - The contractor and all of the contractor's employees and agents providing service in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.

- a. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- b. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- c. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - (1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
- d. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
  - (2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- e. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- f. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

**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 constitutes 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 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.

- 3.1.16 **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.
- 3.1.17 **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.
- 3.1.18 **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.
- 3.2 Payment Terms:**
- 3.2.1 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>.
- 3.2.2 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).
- 3.2.3 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). 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 apply state payments to invoices properly. The contractor must comply with all other invoicing requirements stated in the IFB.
- 3.2.4 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 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 state purchasing card shall not be charged until the items are received and accepted.**
- 3.2.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to, taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### END OF SECTION 3: GENERAL CONTRACTUAL REQUIREMENTS



#### 4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

##### 4.1 Submission of Bids:

- 4.1.1 **On-line Bid** – All vendors must be registered vendors in order to respond to the IFB electronically. If a vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The vendor is instructed to review the IFB submission provisions carefully to ensure it is providing all required pricing, including applicable renewal pricing. Instructions on how a vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein may be saved into a word processing document, completed by a vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time on page 1.
  - c. If a vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the Department shall consider the response that serves its best interest.
- 4.1.2 **Hard Copy Bid** - If the vendor is submitting a bid via the mail, or a courier service, or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies concerning the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.3 **Open Records** – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed the contract will be available for viewing through the Internet at <https://missouribuys.mo.gov/contractboard>.
  - b. In preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 4.1.4 **Contact** – Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 4.1.5 **Compliance with Terms and Conditions** – The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB that the IFB shall govern. Taking

exception to the Department's terms and conditions may render a vendor's bid nonresponsive and remove it from consideration for award.

- 4.1.6 **Bid Detail Requirements and Deviations** - The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB the IFB shall govern. Taking exception to the Department's terms and conditions may render a vendor's bid nonresponsive and remove it from consideration for award.

## 4.2 Organizations for the Blind and Sheltered Workshop Preference:

- 4.2.1 **Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference** shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
  - (1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, 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 are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - (3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the bid.
  - (4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.
- b. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$ . A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$ . If, instead of a percentage, a vendor's bid lists a dollar figure that is over the minimum amount, the

dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- ✓ Participation Commitment - The vendor must complete **EXHIBIT C, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT D, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete **EXHIBIT D, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

c. The following websites provide information regarding Missouri sheltered workshops:

- Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>

d. 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>

e. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT C, Participation Commitment**, shall be interpreted as a contractual requirement.

#### **4.3 Missouri Service-Disabled Veteran Business Enterprise Preference:**

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

#### **4.4 EXHIBIT A, Pricing Page:**

4.4.1 Pricing - The vendor shall state a firm fixed price for each line item on **EXHIBIT A, Pricing Page**. The prices shall be quoted FOB Destination Freight Prepaid and Allowed and include all costs in order to meet the requirements as stated herein.

4.4.2 **Unit of Measure**: If the unit of measure specified on **EXHIBIT A, Pricing Page** is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified

on **EXHIBIT A**. All mathematical conversions should be shown by the vendor and must be provided upon specific request from the Buyer of Record.

- a. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. Vendors are encouraged to contact the Buyer of Record **prior** to submission of its bid to discuss anticipated unit modifications. The vendor is cautioned the Department reserves the right to clarify the unit of measure modification.

4.4.3 Price shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

4.4.4 The vendor should complete the “Terms” and the “Vendor’s Acceptance of the State Purchasing Card” sections on **EXHIBIT A, Pricing Page**.

#### **4.5 Evaluation of Cost:**

4.5.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator shall use objective analysis in conducting a comparative assessment of the bid(s). The contract shall be awarded to the lowest and best vendor(s).

4.5.2 The evaluation shall include the original contract period plus the renewal periods. The estimated quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods.

4.5.3 For evaluation purposes only, the cost evaluation shall be conducted in the following manner:

- a. The quoted price for each line item shall be multiplied by the estimated quantity stated for that line item on **EXHIBIT A, Pricing Page**.
- b. A cost for each renewal period will be calculated in the same manner as indicated in paragraph 4.6.3 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for the line item.
- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

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

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

NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

#### **4.6 Determination for Award:**

4.6.1 The Department reserves the right to award to the vendor(s) whose bid complies with all mandatory specifications and requirements and is the lowest and best vendor for the item.

4.6.2 Other factors that affect the determination of the lowest priced responsive vendor(s) include consideration of the Organizations for the Blind/Sheltered Workshop and the Missouri Service-Disabled Veteran Business preferences explained in sections 4.2 and 4.3.

4.6.3 Determination of Lowest Priced Vendor including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the vendor with the highest total points is considered the lowest vendor. Total points shall be computed as follows:

Assigned Cost Points + earned preference points = Total Points

a. NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

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

#### **4.7 Other Bid Submission Requirements:**

4.7.1 Vendors who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete the first section of **EXHIBIT E, Miscellaneous Information**.

4.7.2 Registration of Business Name – The vendor should complete the second section of **EXHIBIT E, Miscellaneous Information** as it applies to the vendor's business, and submit the exhibit with its bid.

4.7.3 Business Compliance - **The vendor must be in compliance** with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) or by submitting an on-line bid that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

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

**EXHIBIT A**  
**Pricing Page**

The vendor must state **only one** firm fixed price delivered FOB Destination Freight Prepaid and Allowed to all institutions listed on **ATTACHMENT 1** for the line item(s) bidding. Prices quoted shall be considered firm and fixed throughout the contract period. The vendor shall conform to the specifications contained herein.

LINE ITEM #	MANDATORY SPECIFICATIONS	ESTIMATED QUANTITY	UNIT	FIRM, FIXED CASE/PKG. PRICE
1	UNSPSC Code: 46151601 <i>Handcuffs</i>  Monadnock Disposable Double Cuffs	20	Case/Pkg. (100 ct.)	\$ _____
2	UNSPSC Code: 46151601 <i>Handcuffs</i>  Monadnock Disposable Single Cuffs	125	Case/Pkg. (100 ct.)	\$ _____

**RENEWAL OPTIONS:** The vendor **must** indicate below the maximum allowable percentage of price increase applicable to each renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal options at the same price(s) quoted for the original contract period. Statements such as “percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases shall be calculated against the ORIGINAL contract price, NOT against the previous year’s price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentage indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

LINE ITEM	MANDATORY SPECIFICATIONS	QUANTITY	UNIT	FIRM, FIXED PERCENTAGE INCREASE
3	UNSPSC Code: 46151601 <i>Handcuffs</i>  1 <sup>st</sup> Renewal Period Percentage Increase	1	PCT	_____ %

LINE ITEM	MANDATORY SPECIFICATIONS	QUANTITY	UNIT	FIRM, FIXED PERCENTAGE INCREASE
4	UNSPSC Code: 46151601 <i>Handcuffs</i>  2 <sup>nd</sup> Renewal Period Percentage Increase	1	PCT	_____ %

**Delivery:** The required delivery is twenty (20) calendar days after receipt of a properly executed order. If vendor’s delivery is different, the vendor should state delivery in days after receipt of order: \_\_\_\_\_ days ARO.

**EXHIBIT A**  
**Pricing Page** (continued)

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

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

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

---

**Terms:**

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

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

---

**Web Site:**

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

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**END OF EXHIBIT A, Pricing Page**

**EXHIBIT B****Participation Commitment**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>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.</li> <li>The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.</li> <li>The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the 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:
<b>Total Blind/Sheltered Workshop Percentage:</b>	%	

**END OF EXHIBIT B**



**EXHIBIT C****Documentation of Intent to Participate**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the vendor's bid.

*~ Copy This Form for Each Organization Proposed ~*

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

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

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

Indicate appropriate business classification(s):

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

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

( Name of Organization for the Blind or Sheltered Workshop)

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

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

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

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

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

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

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

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

(or attach copy of certification)

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

**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*

**END OF EXHIBIT C**

**EXHIBIT D**  
**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.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a 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 D** continued on next page

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Date

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

The SDVE 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 DEPARTMENT USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
 Procurement Officer

\_\_\_\_\_  
 Date

**END OF EXHIBIT D**

**EXHIBIT E****Miscellaneous Information****Missouri Secretary of State/Authorization to Transact Business**

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.

<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>

If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity

Legal Name: \_\_\_\_\_

Missouri State Charter # \_\_\_\_\_

**If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo. To find the specific exemption, please visit the link below.**

<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>

State specific exemption \_\_\_\_\_  
(List section and paragraph number)

Stated in section 351.572.1 RSMo,

\_\_\_\_\_  
(State Legal Business Name)

**Employee Bidding/Conflict of Interest**

If the vendor and/or any of the owners of the vendor's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in vendor's organization:		_____ %

**END OF EXHIBIT E**

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

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

**1. TERMINOLOGY/DEFINITIONS**

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

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **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.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms that are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that 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.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.
- r. **Vendor** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### 3. CONTRACT ADMINISTRATION

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

### 4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the vendor to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address himself or herself on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

### 5. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

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

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the IFB, and be priced as required. Vendors are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the vendor to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid that has been delivered to the Department may be modified by a signed, written notice that has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid that 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 that has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

## **7. BID OPENING**

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.
- b. Bids, which are not received in the Department's Purchasing office prior to the official opening date and time, shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 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 vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the vendor(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from a vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful vendor. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.



- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 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 vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A Notice of Award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number, and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits

the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

### **13. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **14. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

### **15. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

### **16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

### **17. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in

relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

## **18. SEVERABILITY**

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

## **19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

## **20. TERMINATION OF CONTRACT**

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

## **21. ASSIGNMENT OF CONTRACT**

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

## **22. COMMUNICATIONS AND NOTICES**

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

## **23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the

contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

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

#### **25. INSURANCE**

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS, AND COPYRIGHTS**

- a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **28. CONTRACTOR PROPERTY**

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

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

### **30. AMERICANS WITH DISABILITIES ACT**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor, and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

### **31. FILING AND PAYMENT OF TAXES**

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, a vendor's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

### **32. TITLES**

- a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/19/2016

## ATTACHMENT 1

### **ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd.  
Jefferson City, MO 65101  
PH: 573-751-3224

### **BOONVILLE CORRECTIONAL CENTER**

1216 East Morgan Street  
Boonville, MO 65233  
PH: 660-882-6521

### **CHILLICOTHE CORRECTIONAL CENTER**

3151 Litton Road  
Chillicothe, MO 64601  
PH: 660-646-4032

### **CREMER THERAPEUTIC CENTER**

689 Route O  
Fulton, MO 65251  
PH: 573-595-4013

### **CROSSROADS CORRECTIONAL CENTER**

1115 E. Pence Road  
Cameron, MO 64429  
PH: 816-632-2727

### **EASTERN RECEPTION & DIAGNOSTIC CENTER**

2727 Highway K  
Bonne Terre, MO 63628  
PH: 573-358-5516

### **FARMINGTON CORRECTIONAL CENTER**

1012 W. Columbia  
Farmington, MO 63640  
PH: 573-218-7100

### **FULTON RECEPTION & DIAGNOSTIC CENTER**

1393 Highway O  
Fulton, MO 65251  
PH: 573-592-4040

### **JEFFERSON CITY CORRECTIONAL CENTER**

8416 No More Victims Road, Dock B  
Jefferson City, MO 65101  
PH: 573-751-3224

### **MOBERLY CORRECTIONAL CENTER**

5201 South Morley  
Moberly, MO 65270  
PH: 660-263-3778

### **MISSOURI EASTERN CORRECTIONAL CENTER**

18701 Old Highway 66  
Pacific, MO 63069  
PH: 636-257-3322

### **MARYVILLE TREATMENT CENTER**

30227 US Highway 136  
Maryville, MO 64468  
PH: 660-582-6542

### **NORTHEAST CORRECTIONAL CENTER**

13698 Airport Road  
Bowling Green, MO 63334  
PH: 573-324-9975

### **OZARK CORRECTIONAL CENTER**

929 Honor Camp Lane  
Fordland, MO 65652  
PH: 417-767-4494

### **POTOSI CORRECTIONAL CENTER**

11593 State Highway O  
Mineral Point, MO 63660  
PH: 573-438-6000

### **SOUTH CENTRAL CORRECTIONAL CENTER**

255 W. Highway 32  
Licking, MO 65542  
PH: 573-674-4470

### **SOUTHEAST CORRECTIONAL CENTER**

300 E. Pedro Simmons Drive  
Charleston, MO 63834  
PH: 573-683-4409

### **TIPTON CORRECTIONAL CENTER**

619 N. Osage Avenue  
Tipton, MO 65081  
PH: 660-433-2031

### **WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER**

1011 E. Highway 54, Vandalia, MO 63382  
PH: 573-594-6686

### **WESTERN MISSOURI CORRECTIONAL CENTER**

609 E. Pence Road, Cameron, MO 64429  
PH: 816-632-1390

### **WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER**

3401 Faraon Street, St. Joseph, MO 64506  
PH: 816-387-2158

### **KANSAS CITY RE-ENTRY CENTER**

651 Mulberry Street  
Kansas City, MO 64106  
PH: 816-842-7467