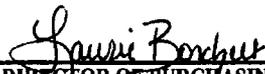
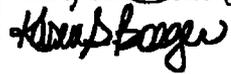




NOTICE OF CONTRACT RENEWAL

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 006	CONTRACT PERIOD August 15, 2014 through August 14, 2015
REQUISITION NUMBER NR 931 YYY14709207	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby renewed pursuant to the pricing as submitted in Amendment #006 dated 5/19/14 is accepted as the 3 rd choice contractor for South Central Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/20/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 006
 CONTRACT NO.: C108326002
 TITLE: WOOD FUEL
 ISSUE DATE: 04/08/14

REQ NO.: NR 931 YYY14709207
 BUYER: LAURIE BORCHELT
 PHONE NO.: (573) 751-1702
 E-MAIL: laurie.borchelt@oa.mo.gov

TO: MISSOURI MULCH
 55 STAVE MILL RD
 NEW FLORENCE, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 04/22/14 AT 5:00 P.M. CENTRAL TIME

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

SCAN AND E-MAIL TO:	Courtney.Rackers@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

MISSOURI DEPARTMENT OF CORRECTIONS
 SOUTH CENTRAL CORRECTIONAL CENTER
 LICKING, MISSOURI

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.	
MAILING ADDRESS 55 Stave Mill Rd		IRS FORM 1099 MAILING ADDRESS 55 Stave Mill Rd	
CITY, STATE, ZIP CODE New Florence, MO 63363		CITY, STATE, ZIP CODE New Florence, MO 63363	
CONTACT PERSON Scott Hasekamp		EMAIL ADDRESS Scott.hasekamp@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE 		DATE 5/19/14	
PRINTED NAME Scott Hasekamp		TITLE General Manager	

AMENDMENT #006 TO CONTRACT C108326002

CONTRACT TITLE: **WOOD FUEL**

CONTRACT PERIOD: **AUGUST 15, 2014 THROUGH AUGUST 14, 2015**

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (**61% Increase**). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

State below the firm, fixed per ton price for waste wood fuel to be delivered to South Central Correctional Center in Licking, Missouri for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ <u>42.65</u>

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
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NOTICE OF CONTRACT AMENDMENT

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 005	CONTRACT PERIOD August 15, 2013 through August 14, 2014
REQUISITION NUMBER NR 931 YYY14709080	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby amended pursuant to the attached amendment #005, dated 1/14/14.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 1/14/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 005
CONTRACT NO.: C108326002
TITLE: WOOD FUEL
ISSUE DATE: 11/01/13

REQ NO.: NR 931 YYYI4709080
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

TO: MISSOURI MULCH
55 STAVE MILL RD.
NEW FLORENCE, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 11/12/13 AT 5:00 PM CENTRAL TIME

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

SCAN AND E-MAIL TO:	laurie.borchelt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Department of Corrections
South Central Correctional Center, Licking, MO

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.	
MAILING ADDRESS 55 Stave Mill Rd		IRS FORM 1099 MAILING ADDRESS 55 Stave Mill Rd	
CITY, STATE, ZIP CODE New Florence, MO 63363		CITY, STATE, ZIP CODE New Florence, MO 63363	
CONTACT PERSON Scott Hasekamp		EMAIL ADDRESS Scott.hasekamp@missourimulch.com Rachel.vincent@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 1/14/14	
PRINTED NAME Scott Hasekamp		TITLE General Manager	

AMENDMENT #005 TO CONTRACT C108326002

CONTRACT TITLE: WOOD FUEL

CONTRACT PERIOD: AUGUST 15, 2013 THROUGH AUGUST 14, 2014

The State of Missouri desires to amend contract C108326002 to change the state agency that will use the contract from the Office of Administration, Division of Facilities Management, Design and Construction to the Missouri Department of Corrections.

As a result, paragraph 4.6.1 is hereby revised as follows:

AS STATED:

The contractor shall submit an invoice on a monthly basis to the Office of Administration, Facilities Management, Design and Construction at the following address:

Office of Administration, Facilities Management, Design and Construction
301 West High Street, Room 780
P.O. Box 809
Jefferson City, MO 65102

CHANGED TO:

The contractor shall submit an invoice on a monthly basis to the Missouri Department of Corrections at the following address:

Missouri Department of Corrections
ATTN: Accounts Payable
P.O. Box 236
Jefferson City, MO 65102

or E-mail to:

doc.payables@doc.mo.gov

All other terms, conditions, and prices of the original contract as modified by subsequent amendment shall remain the same and apply hereto.

The contractor shall acknowledge acceptance by signing and returning this document on or before the date indicated.



NOTICE OF CONTRACT RENEWAL

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 004	CONTRACT PERIOD August 15, 2013 through August 14, 2014
REQUISITION NUMBER NR 300 22003000110	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby renewed pursuant to the pricing as submitted in Amendment #003 dated 8/7/12 and letter from Scott Hasekamp also dated 8/7/12 is accepted as the 3 rd choice contractor for South Central Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/7/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 003
 CONTRACT NO.: C108326002
 TITLE: Wood Fuel
 ISSUE DATE: 06/08/12

REQ NO.: NR 300 22002000102
 BUYER: Laurie Borchelt
 PHONE NO.: (573) 751-1702
 E-MAIL: laurie.borchelt@oa.mo.gov

TO: Missouri Mulch
 55 Stave Mill Rd.
 New Florence, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 06/25/12 at 5:00 p.m. Central Time

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

SCAN AND E-MAIL TO:	laurie.borchelt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Missouri Department of Corrections
 South Central Correctional Center, Licking, Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch
MAILING ADDRESS 55 Stave Mill Rd.
CITY, STATE, ZIP CODE New Florence, MO 63363

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.
IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE New Florence, MO 63363

CONTACT PERSON Scott Hasekamp		EMAIL ADDRESS Scott.hasekamp@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/7/2012	
PRINTED NAME Scott Hasekamp		TITLE General Manager	



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Acting Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oe.mo.gov/purch>

James Miluski
Director

August 7, 2012

Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

Re: Renewal of Contract C108326002, Wood Fuel

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the price you submitted exceeds the maximum amount allowed per the contract (33% over the originally stated price - \$30.85).

I have indicated below the maximum allowable price for this line item. Please indicate acknowledgment and acceptance of the listed price by signing immediately beneath on the line provided, and return this letter to me.

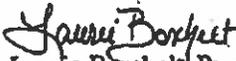
Item	Maximum Allowable Price
001	\$41.03


Signature

8-7-12
Date

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,


Laurie Borchelt, Purchasing Manager

AMENDMENT #003 TO CONTRACT C108326002

CONTRACT TITLE: Wood Fuel

CONTRACT PERIOD: August 15, 2012 through August 14, 2013

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page, the firm fixed per ton price for the above contract period for the facility indicated. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (33% increase).

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

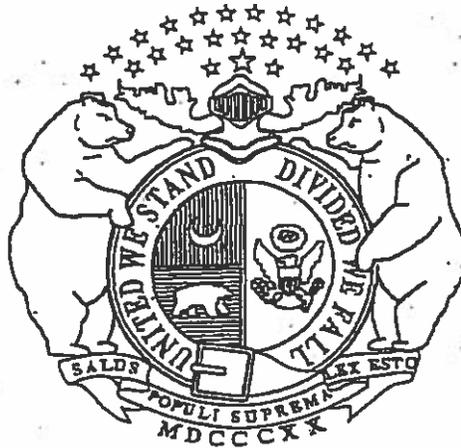
The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

State below the firm, fixed per ton price for waste wood fuel to be delivered to South Central Correctional Center for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ <u>42.65</u>

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
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State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
<http://content.oe.mo.gov/purchasing-materials-management>

James Miluski
Director

MEMORANDUM

TO: File C108326002/003/005

DATE: August 7, 2013

FROM: Laurie Borchelt *wb*

RE: Contract Renewal/Ranking Reassignment – Wood Fuel

In accordance with the wood fuel contract, the State awarded multiple contracts (i.e. more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis, etc., to all bidders submitting acceptable responses. As a result, the wood fuel contracts were awarded to six (6) contractors as 1st choice contractor through 6th choice contractor and as applicable to the facilities.

Contracts were renewed for the period of August 15, 2012 through August 14, 2013 per the request of the Division of Facilities Management and Design and Construction (FMDC) with four (4) of the six original contractors. Contract C108326004 with H.E.A.T. Biomass resulted in a contract default during the term of the contract beginning 2009 through 2010. Contract C108326001 with Tim Peterson Company was not renewed for the period of August 15, 2010 through August 14, 2011 since they failed to respond to the renewal request and all efforts to contact them were exhausted.

FMDC has again requested renewal of the four remaining Wood Fuel contracts for the period of August 15, 2013 through August 14, 2014 (4th renewal). Note that the contract with Missouri Mulch has been renewed at the same price as the current contract period price. Several efforts were made to secure the renewal pricing from Missouri Mulch via email and by phone, however Missouri Mulch did not respond to the emails or phone call. Therefore, as stipulated in the renewal amendment, the state has proceeded with the prices proposed in Missouri Mulch's renewal for the period of August 15, 2012 through August 14, 2013. (See email correspondence in contract file regarding attempts made to obtain renewal pricing from Missouri Mulch). Note also that the contract with Current River Pole (C108326006) will not be renewed due to a fire in their operations. (See memo in the contract file for details regarding contract termination).

Based on the renewal pricing submitted, the order or rankings from the lowest price contractor to the highest priced contractor will remain unchanged and is as follows:

South Central Correctional Center (Licking, Missouri)

- 1st choice - ReVelle Lumber (C108326005)
- 2nd choice – Foster Brothers Wood Products (C108326003)
- 3rd choice – Missouri Mulch (C108326002)

South East Correctional Center (Charleston, Missouri)

- 1st choice – Foster Brothers Wood Products (C108326003)

Contracts have been renewed as a result of the 4th renewal period pricing shown the attached Ranking Schedule. (See attached Ranking Schedule).

Borchelt, Laurie

From: Borchelt, Laurie
Sent: Tuesday, July 30, 2013 11:37 AM
To: 'Scott Hasekamp'; 'Gary Hinegardner'
Cc: Jones, Reva
Subject: FW: Contract Renewal - C108326002

Tracking:	Recipient	Read
	'Scott Hasekamp'	
	'Gary Hinegardner'	
	Jones, Reva	Read: 7/30/2013 11:41 AM

Scott/Gary: I have still not received anything from Missouri Mulch regarding the renewal of the Wood Fuel contract referenced above for South Central Correctional Center in Licking, Missouri. You must submit your renewal response by the close of business on Friday, August 2nd or the State will proceed with the renewal at the same prices as the previous contract period. Please let me know if you have any questions. Thanks...Laurie

From: Borchelt, Laurie
Sent: Monday, July 15, 2013 9:19 AM
To: 'Scott Hasekamp'; 'Gary Hinegardner'
Subject: FW: Contract Renewal - C108326002

Scott/Gary: I still have not seen or heard anything from either one of you regarding the renewal of the above-referenced contract. Please complete the renewal at your earliest convenience and return it to my attention. Should you have any questions, please do not hesitate to contact me. Thanks...Laurie

From: Borchelt, Laurie
Sent: Wednesday, June 26, 2013 9:45 AM
To: 'Scott Hasekamp'; 'Gary Hinegardner'
Subject: FW: Contract Renewal - C108326002

Scott/Gary: Just following up on the status of the renewal of the above-referenced contract. Your response to this renewal request is appreciated.

Please let me know if you have any questions. Thanks....Laurie

From: Borchelt, Laurie
Sent: Monday, June 10, 2013 10:57 AM
To: 'Scott Hasekamp'; 'Gary Hinegardner'
Subject: Contract Renewal - C108326002

Scott/Gary: The State of Missouri desires to renew the above-referenced contract with Missouri Mulch for Wood Fuel for the Missouri Department of Corrections' South Central Correctional Center in Licking, Missouri. (See attached)

Should you have any questions regarding this request for renewal, please do not hesitate to contact me. Thanks...Laurie



C108326002-4
Renewal.doc

*Laurie Borchelt
State of Missouri
Division of Purchasing and Materials Management
301 West High St., Room 630
Jefferson City, MO 65101*

*Phone: (573) 751-1702
Fax: (573) 526-9816
Email: laurie.borchelt@oa.mo.gov*

RANKING SCHEDULE

SCCC – Licking, Missouri

Contractor	Original Period	Price	1 st Renewal	Price	2 nd Renewal	Price	3 rd Renewal	Price	4 th Renewal	Price
1 st Choice	Tim Peterson Co.	\$34.90	ReVelle Lumber	\$32.00	ReVelle Lumber	\$32.00	ReVelle Lumber	\$35.20	ReVelle Lumber	\$38.00
2 nd Choice	Missouri Mulch	\$30.85	Missouri Mulch	\$33.94	Missouri Mulch	\$37.33	Foster Brothers	\$35.40	Foster Brothers	\$38.27
3 rd Choice	Foster Brothers	\$37.40	Foster Brothers	\$37.40	Foster Brothers	\$37.40	Missouri Mulch	\$41.03	Missouri Mulch	\$41.03
4 th Choice	HEAT Biomass	\$43.22	Tim Peterson Co.	\$37.69	Current River Pole	\$50.00	Current River Pole	\$60.00	Current River Pole	Terminated
5 th Choice	ReVelle Lumber	\$47.50	Current River Pole	\$40.00	Tim Peterson	Terminated				
6 th Choice	Current River Role	\$36.50	HEAT Biomass	Defaulted						

SECC – Charleston, Missouri

Contractor	Original Period	Price	1 st Renewal	Price	2 nd Renewal	Price	3 rd Renewal	Price	4 th Renewal	Price
1 st Choice	HEAT Biomass	\$36.98	Foster Brothers	\$49.91	Foster Brothers	\$53.20	Foster Brothers	\$54.74	Foster Brothers	\$57.85
2 nd Choice	Tim Peterson Co.	\$46.80	Tim Peterson Co.	\$50.54	Tim Peterson Co.	Terminated				
3 rd Choice	Foster Brothers	\$49.91	HEAT Biomass	Defaulted						



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 004
CONTRACT NO.: C108326002
TITLE: WOOD FUEL
ISSUE DATE: 06/10/13

REQ NO.: NR 300 22003000110
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

TO: MISSOURI MULCH
55 STAVE MILL RD
NEW FLORENCE, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 06/25/13 at 5:00 p.m. Central Time

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

SCAN AND E-MAIL TO:	laurie.borchelt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

MISSOURI DEPARTMENT OF CORRECTIONS
SOUTH CENTRAL CORRECTIONAL CENTER
LICKING, MISSOURI

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #004 TO CONTRACT C108326002

CONTRACT TITLE: WOOD FUEL

CONTRACT PERIOD: AUGUST 15, 2013 THROUGH AUGUST 14, 2014

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page, the firm fixed per ton price for the above contract period for the facility indicated. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (46% increase).

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

State below the firm, fixed per ton price for waste wood fuel to be delivered to South Central Correctional Center in Licking, Missouri for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ _____

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
-----	--	-----	---------

1. Indicate Contract Amendment Type RENEWAL: <u>4th</u> PERIOD OF <u>5</u> TOTAL <input checked="" type="checkbox"/> Renewal - % Increase <u>4%</u> Cost Savings <input type="checkbox"/> Renewal - \$ Increase Cost Savings <input checked="" type="checkbox"/> Renewal - W/O Increase <input checked="" type="checkbox"/> SFS Renewal - Prices In Original Contract <input checked="" type="checkbox"/> SFS Renewal - Prices Not in Original Contract		Performance Security Deposit: \$ _____ Surety Bond: \$ _____ Annual Wage Order Number: _____ Annual Wage Order Date: _____ County(ies): _____ Other Instructions: _____		
EXTENSION PERIOD: <input checked="" type="checkbox"/> Extension - 30-Day <input checked="" type="checkbox"/> Termination <input type="checkbox"/> Extension - \$ Increase Cost Savings <input type="checkbox"/> Extension - W/O Increase <input type="checkbox"/> Assignment <input type="checkbox"/> Cancellation/Termination <input type="checkbox"/> Other Amendment				
2. Preliminary Tasks/Verifications		Route	Initial	Date
A.	Section 34.040.6, RSMo	Buyer/Section Support	LLS	6/10/13
B.	DPMM Suspension List	Buyer/Section Support	LLS	6/10/13
C.	Federal Suspension - SAM.GOV	Buyer/Section Support	X	X
D.	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	LLS	6/10/13
E.	Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	X	X
F.	SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
3. Prepare Contract Amendment		Buyer/Section Support	LLS	6/10/13
4. Review/Approve Contract Amendment (If Signature Required)		Buyer	X	X
Initial Date	Supervisor	Section Manager	Asst Director	Director
	LLS	X	X	X
	6/10/13	X	X	X
5. E-Mail/Fax Contract Amendment (If Signature Required)		Buyer/Section Support	LLS	6/10/13
Contractor E-Mail Address/Fax Number		Scott.hasekamp@missouri mulch.com or gary.hinegardner@missouri mulch.com		
State Agency Contact E-Mail Address		rona.jones@oa.mo.gov		
Section 34.040.6, RSMo, Letter		Follow-Up Notes: X		
6. Review Contract Amendment Response - Verifications		Route	Initial	Date
A.	Renewal/Extension Pricing	Buyer/Section Support	LLS	8/7/13
B.	Section 34.040.6, RSMo	Buyer/Section Support	LLS	8/7/13
C.	Performance Security Deposit/Surety Bond	Buyer/Section Support	X	X
D.	Renewal/Extension with Cost Savings Language	Buyer	X	X
E.	Statewide Notice	Buyer	X	X
F.	SFS Authorized Limit \$	Buyer	X	X
G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above.				
1.	E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support	X	X
2.	Assignment and Consent Form	Buyer/Section Support	X	X
3.	DPMM Suspension List	Buyer/Section Support	X	X
4.	Federal Suspension - SAM.GOV	Buyer/Section Support	X	X
5.	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	X	X
7. Prepare Contract Amendment Award Document/Statewide Notice		Buyer/Section Support	LLS	8/7/13
8. Review/Approve Contract Amendment Award Document		Buyer	X	X
Initial Date	Supervisor	Section Manager	Asst Director	Director
	LLS	X	X	X
	8/7/13	X	X	X
9. Process Contract Amendment		Buyer/Section Support	LLS	8-8-13
AM 300 PMM 000/1/231		Buyer/Section Support	LLS	8-8-13
Distribute E-Verify & SDV Documents		Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact		Buyer/Section Support	LLS	8-8-13
Copy/Save As Statewide Notice to Internet Folder		Buyer/Section Support	X	
10. Log Participation Commitment Information		Central Support-Participation		
11. Image Contract Amendment Packet		Central Support-Imaging	LLS	8-14



NOTICE OF CONTRACT RENEWAL

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 003	CONTRACT PERIOD August 15, 2012 through August 14, 2013
REQUISITION NUMBER NR 300 22002000102	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby amended pursuant to the attached amendment #003 dated 8/7/12 and letter from Scott Hasekamp also dated 8/7/12 is accepted as the 3 rd choice contractor for South Central Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/7/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 003
 CONTRACT NO.: C108326002
 TITLE: Wood Fuel
 ISSUE DATE: 06/08/12

REQ NO.: NR 300 22002000102
 BUYER: Laurie Borchelt
 PHONE NO.: (573) 751-1702
 E-MAIL: laurie.borchelt@oa.mo.gov

TO: Missouri Mulch
 55 Stave Mill Rd.
 New Florence, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 06/25/12 at 5:00 p.m. Central Time

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

SCAN AND E-MAIL TO:	laurie.borchelt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Missouri Department of Corrections
 South Central Correctional Center, Licking, Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.	
MAILING ADDRESS 55 Stave Mill Rd.		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE New Florence, MO 63363		CITY, STATE, ZIP CODE New Florence, MO 63363	
CONTACT PERSON Scott Hasekamp		EMAIL ADDRESS Scott.hasekamp@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE 		DATE 8/7/2012	
PRINTED NAME Scott Hasekamp		TITLE General Manager	



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Acting Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oe.mo.gov/purch>

James Miluski
Director

August 7, 2012

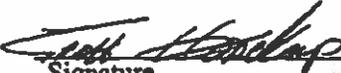
Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

Re: Renewal of Contract C108326002, Wood Fuel

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the price you submitted exceeds the maximum amount allowed per the contract (33% over the originally stated price - \$30.85).

I have indicated below the maximum allowable price for this line item. Please indicate acknowledgment and acceptance of the listed price by signing immediately beneath on the line provided, and return this letter to me.

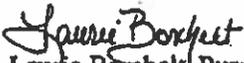
Item	Maximum Allowable Price
001	\$41.03


Signature

8-7-12
Date

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,


Laurie Borchelt, Purchasing Manager

AMENDMENT #003 TO CONTRACT C108326002

CONTRACT TITLE: Wood Fuel

CONTRACT PERIOD: August 15, 2012 through August 14, 2013

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page, the firm fixed per ton price for the above contract period for the facility indicated. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (33% increase).

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

State below the firm, fixed per ton price for waste wood fuel to be delivered to South Central Correctional Center for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ <u>42.65</u>

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
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State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Acting Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
<http://www.aa.mo.gov/purch>

James Miluski
Director

MEMORANDUM

TO: File C108326002-005

DATE: August 7, 2012

FROM: Laurie Borchelt ^{WB}

RE: Contract Renewal/Ranking Reassignment – Wood Fuel

In accordance with the wood fuel contract, the State awarded multiple contracts (i.e. more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis (and so on) to all bidders submitting acceptable responses. As a result, the wood fuel contracts were awarded to six (6) contractors as 1st choice contractor through 6th choice contractor and as applicable to the facilities.

Contracts were renewed for the period of August 15, 2011 through August 14, 2012 per the request of the Division of Facilities Management and Design and Construction (FMDC) with four (4) of the six original contractors. (H.E.A.T. Biomass defaulted during the term of the contract beginning 2009 through 2010, and Tim Peterson Company's contract was not renewed for the period of August 15, 2010 through August 14, 2011 since they failed to respond to the renewal request and efforts to contact them were exhausted.)

FMDC has again requested renewal of the Wood Fuel contracts for the period of August 15, 2012 through August 14, 2013 (3rd renewal). The order or ranking of the lowest priced contractor to the highest priced contractor changes with the 2nd and 3rd choice contractors for SCCC at Licking. Foster Brothers becomes the 3rd choice contractor and Missouri Mulch becomes the 4th choice contractor for SCCC. ReVelle Lumber and Current River Pole's rankings remain unchanged for the institution at Licking; ReVelle Lumber – 1st choice and Current River Pole – 4th choice. Foster Brothers remains the 1st choice contractor at SECC in Charleston as they are the only available wood fuel source for this area. (See attached Ranking Schedule).

Contracts have been renewed as a result of the 3rd renewal period pricing shown the attached Ranking Schedule.

RANKING SCHEDULE

SCCC – Licking, Missouri

	Original Period	Price	1 st Renewal	Price	2 nd Renewal	Price	3 rd Renewal	Price
1 st Choice Contractor	Tim Peterson Co.	\$34.90	ReVelle Lumber	\$32.00	ReVelle Lumber	\$32.00	ReVelle Lumber	\$35.20
2 nd Choice Contractor	Missouri Mulch	\$30.85	Missouri Mulch	\$33.94	Missouri Mulch	\$37.33	Foster Brothers	\$35.40
3 rd Choice Contractor	Foster Brothers	\$37.40	Foster Brothers	\$37.40	Foster Brothers	\$37.40	Missouri Mulch	\$41.03
4 th Choice Contractor	HEAT Biomass	\$43.22	Tim Peterson Co.	\$37.69	Current River Pole	\$50.00	Current River Pole	\$60.00
5 th Choice Contractor	ReVelle Lumber	\$47.50	Current River Pole	\$40.00	Tim Peterson	Terminated		
6 th Choice Contractor	Current River Role	\$36.50	HEAT Biomass	Defaulted				

SECC – Charleston, Missouri

	Original Period	Price	1 st Renewal	Price	2 nd Renewal	Price	3 rd Renewal	Price
1 st Choice Contractor	HEAT Biomass	\$36.98	Foster Brothers	\$49.91	Foster Brothers	\$53.20	Foster Brothers	\$54.74
2 nd Choice Contractor	Tim Peterson Co.	\$46.80	Tim Peterson Co.	\$50.54	Tim Peterson Co.	Terminated		
3 rd Choice Contractor	Foster Brothers	\$49.91	HEAT Biomass	Defaulted				

c 108326002 A# 003

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
 CONTRACT RENEWAL/AMENDMENT
 ROUTING GUIDE

Action Performed	Route	Initials	Date
1. Initiate Preparation Instructions (If applicable)	Buyer	WS	6/8/12
Renewal <input checked="" type="checkbox"/> Amendment _____ Admin _____			

- (1a) % Increase with Signature Required
- (1b) \$ Increase with Signature Required
- (2) Asking to Extend
- (3) No Increase, Signature not Required
- (4a) % Increase, Bond Required, Signature Required
- (4b) \$ Increase, Bond Required, Signature Required
- (4c) No Increase, Bond Required, Signature Required
- Per Bond \$ _____ Sur Bond \$ _____
- Other -- See Attached

Increase/Decrease	Description
3 rd	renewal period of 5
\$33%	
\$ _____%	
\$ _____%	

2. Prepare Renewal/Amendment Section Support _____

HB600 Follow Up / No Follow up	Blind/Shelter Participation Follow Up / No Follow up	M/WBE Participation Follow Up / No Follow up
Date: Verified 6/8/12		

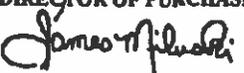
Contractor's Email Address: scott.hasakamp@missourimulch.com
gary.hinegardner@missourimulch.com

3. Approve Renewal/Amendment	Buyer	X	Y
	Purch Mgr.	WS	6/8/12
	Section Mgr.	Y	Y
	Assist. Dir.	Y	Y
4. Reproduce and Mail Amendment if signature is required	Section Support	WS	6/8/12
5. Prepare Award of Renewal/Amendment & Statewide Notice	Buyer	WS	8/7/12
6. Type Acceptance Language & Statewide Notice	Section Support	Y	Y
7. Approve, Sign Award & Statewide Notice	Buyer	X	X
	Purch Mgr.	WS	8/2/12
	Section Mgr.	OO	8/2/12
	Assist. Dir.		
8. Process in SAM II AM	Section Support	BR	8/7
(8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information	Section Support	X	X
9. Process (Copy and Distribute) Renewal/Amendment	Section Support	BR	8/8
10. Image Document	Central Support	ST	8-9



NOTICE OF CONTRACT RENEWAL

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 002	CONTRACT PERIOD August 15, 2011 through August 14, 2012
REQUISITION NUMBER NR 300 22001000125	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby amended pursuant to the attached amendment #002 dated 08/10/11 and letter from Scott Hasekamp dated 8/15/11 is accepted as the 2 nd choice contractor for South Central Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/16/11
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL**

AMENDMENT NO.: 002
CONTRACT NO.: C108326002
TITLE: Wood Fuel
ISSUE DATE: 06/29/11

REQ NO.: NR 300 22001000125
BUYER: Laurie Borchelt
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

TO: Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

RETURN AMENDMENT BY NO LATER THAN: 07/18/11 at 5:00 p.m. Central Time

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

SCAN AND E-MAIL TO:	laurie.borchelt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Missouri Department of Corrections
South Central Correctional Center, Licking, Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.	
MAILING ADDRESS 55 Stave Mill Rd. CITY, STATE, ZIP CODE New Florence, MO 63363		IRS FORM 1099 MAILING ADDRESS 55 Stave Mill Rd CITY, STATE, ZIP CODE New Florence, MO 63363	
CONTACT PERSON Gary Hinegardner		EMAIL ADDRESS Scott.hasekamp@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 6317155950 1
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE 		DATE 8/10/11	
PRINTED NAME Scott Hasekamp		TITLE General Manager	

Jeremiah W. (Jay) Nixon
Governor



Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oe.mo.gov/purch>

James Miluski
Director

August 10, 2011

Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

Attention: Gary Hinegardner/Scott Hasekamp

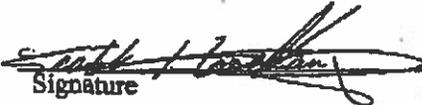
Re: Renewal of Contract C108326002, Wood Fuel

I have received your renewal response (Amendment 002 to Contract C108326002) which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the price you submitted exceeds the maximum amount allowed (21%) for this period.

I have indicated below the maximum allowable price per ton for the South Central Correctional Center in Licking, Missouri. Please indicate acknowledgment and acceptance of the price indicated by signing immediately beneath on the line provided, and returning this letter to me. You may fax the letter to my attention at (573) 526-9816 or scan and email it to me at laurie.borchelt@oa.mo.gov.

(Line Item) (Maximum Allowable Price)

001 \$37.33

 _____
Signature Date 8/15/11

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,

Laurie Borchelt

Contract C108326002-002

Page 2

AMENDMENT #002 TO CONTRACT C108326002

CONTRACT TITLE: Wood Fuel

CONTRACT PERIOD: August 15, 2011 through August 14, 2012

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page, the firm fixed per ton price for the above contract period for the facility indicated. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (21% increase).

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

Contract C108326002-002

Page 3

State below the firm, fixed per ton price for waste wood fuel to be delivered to the applicable facility for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	<u>44.65</u>

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
-----	--	-----	---------



State of Missouri
OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management
Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
<http://www.oa.mo.gov/purch>

James Miluski
Director

MEMORANDUM

TO: File C108326001-006

DATE: August 16, 2011

FROM: Laurie Borchelt *LB*

RE: Contract Reassignment – Wood Fuel

In accordance with the wood fuel contract, the State awarded multiple contracts (i.e. more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis (and so on) to all bidders submitting acceptable responses. As a result, the wood fuel contracts were awarded to six (6) contractors as 1st choice contractor through 6th choice contractor and as applicable to the facilities.

Contracts were renewed for the period of August 15 2010 through August 14, 2011 per the request of the Division of Facilities Management and Design and Construction (FMDC) with all six contractors, however one contractor (H.E.A.T. Biomass) defaulted during the term of the contract period. The FMDC has again requested renewal of the Wood Fuel contracts for the period of August 15, 2011 through August 14, 2012 (2nd renewal). The order or ranking of the lowest priced contractor to the highest priced contractor stays the same with the exception of Current River Pole who now becomes the 4th choice contractor for SCCC as a result of Tim Peterson Co.'s failure to submit a renewal response. Rankings are now as follows:

SCCC - Licking:

	<u>ORIGINAL PERIOD</u>	<u>PRICE</u>	<u>1st RENEWAL</u>	<u>PRICE</u>	<u>2nd RENEWAL</u>	<u>PRICE</u>
1 st Choice Contractor	Tim Peterson	\$34.90	ReVelle	\$32.00	ReVelle	\$32.00
2 nd Choice Contractor	Missouri Mulch	\$30.85	Missouri Mulch	\$33.94	Missouri Mulch	\$37.33
3 rd Choice Contractor	Foster Brothers	\$37.40	Foster Brothers	\$37.40	Foster Brothers	\$37.40
4 th Choice Contractor	HEAT Biomass	\$43.22	Tim Peterson	\$37.69	Current River Pole	\$50.00
5 th Choice Contractor	ReVelle	\$47.50	Current River Pole	\$40.00	Tim Peterson - Unable to contact	
6 th Choice Contractor	Current River Pole	\$36.50	HEAT Biomass	Defaulted		

SECC - Licking:

	<u>ORIGINAL PERIOD</u>	<u>PRICE</u>	<u>1st RENEWAL</u>	<u>PRICE</u>	<u>2nd RENEWAL</u>	<u>PRICE</u>
1 st Choice Contractor	HEAT Biomass	\$36.98	Foster Brothers	\$49.91	Foster Brothers	\$53.20
2 nd Choice Contractor	Tim Peterson	\$46.80	Tim Peterson	\$50.54	Tim Peterson -- Unable to contact	
3 rd Choice Contractor	Foster Brothers	\$49.91	HEAT Biomass	Defaulted		

Contracts have therefore been renewed as a result of the 2nd renewal period pricing shown above.

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
 CONTRACT RENEWAL/AMENDMENT
 ROUTING GUIDE

Action Performed	Route	Initials	Date
1. Initiate Preparation Instructions (If applicable)	Buyer	<u>WS</u>	<u>6/28/11</u>
Renewal <input checked="" type="checkbox"/> Amendment _____ Admin. _____			

- (1a) % Increase with Signature Required
- (1b) \$ Increase with Signature Required
- (2) Asking to Extend
- (3) No Increase, Signature not Required
- (4a) % Increase, Bond Required, Signature Required
- (4b) \$ Increase, Bond Required, Signature Required
- (4c) No Increase, Bond Required, Signature Required
- Per Bond \$ _____ Sur Bond \$ _____
- Other -- See Attached

Increase/Decrease	Description
(2 nd)	renewal period of 5
\$ 21%	
\$ _____%	
\$ _____%	

2. Prepare Renewal/Amendment Section Support x x

<u>HB600</u>	<u>Blind/Shelter Participation</u>	<u>M/WBE Participation</u>
Follow Up / <u>No Follow up</u>	Follow Up / <u>No Follow up</u>	Follow Up / <u>No Follow up</u>
Date: <u>Verified 6/28/11</u>		

Contractor's Email Address: scott@missourimulch.com

3. Approve Renewal/Amendment Buyer x x

rachel.vincent@missourimulch.com

Purch Mgr. WS 6/28/11

Section Mgr. x x

Assist. Dir. x x

4. Reproduce and Mail Amendment if signature is required Section Support BR 6/29

5. Prepare Award of Renewal/Amendment & Statewide Notice Buyer WS 8/16/11

6. Type Acceptance Language & Statewide Notice Section Support x x

7. Approve, Sign Award & Statewide Notice Buyer x x

Purch Mgr. WS 8/16/11

Section Mgr. x 8/17/11

Assist. Dir. _____

8. Process in SAM II AM Section Support BR 8/19

(8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information Section Support _____

9. Process (Copy and Distribute) Renewal/Amendment Section Support BR 8/22

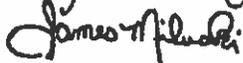
10. Image Document Central Support FT 8/30

BR @ 7/25/11 Request sent 8/31/11 sent in talk to again



NOTICE OF CONTRACT RENEWAL

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C108326002	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 001	CONTRACT PERIOD August 15, 2010 through August 14, 2011
REQUISITION NUMBER NR 300 22001000007	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center, Licking, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C108326002 is hereby amended pursuant to the attached amendment #001 dated 08/05/10 and letter from Gary Heingardner dated 8/9/10 is accepted as the 2 nd choice contractor for South Central Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/23/10
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: C108326002
TITLE: Wood Fuel
ISSUE DATE: 07/28/10

REQ NO.: NR 300 22001000007
BUYER: Laurie Borchelt
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@dm.mo.gov

TO: Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

RETURN AMENDMENT NO LATER THAN: 08/05/10 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO: DPMM or DPMM
PO BOX 809 301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

OR FAX TO: (573) 526-9816 (either mail or fax, not both)

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

Missouri Department of Corrections
South Central Correctional Center, Licking, Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.	
MAILING ADDRESS 55 Stave Mill Rd. CITY, STATE, ZIP CODE New Florence, MO 63363		IRS FORM 1099 MAILING ADDRESS 55 Stave Mill Rd. CITY, STATE, ZIP CODE New Florence, MO 63363	
CONTACT PERSON Gary Hinegardner		EMAIL ADDRESS gary@missourimulch.com	
PHONE NUMBER 573-252-2520		FAX NUMBER 573-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715595	TAXPAYER ID (TIN) TYPE (CHECK ONE) X FEIN SSN	VENDOR NUMBER (IF KNOWN) 4317155950 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE 8/5/10	
PRINTED NAME Rachel Vincent		TITLE Office Manager	

Contract C108326002-001

Page 2

AMENDMENT #001 TO CONTRACT C108326002**CONTRACT TITLE:** Wood Fuel**CONTRACT PERIOD:** August 15, 2010 through August 14, 2011

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page, the firm fixed per ton price for the above contract period for the facility indicated. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (10% increase).

The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

The State of Missouri also desires to amend the contract to change paragraph 4.2.1 as follows:

As Stated: The moisture content of any wood fuel shall be sampled by trained state agency facility personnel. The boiler plants at each facility will provide the driver with plastic zip-lock bags and a Bill of Lading. The driver shall take three (3) samples from different locations in the load and provide it to the designated facility representative.

Change To: The moisture content of any wood fuel shall be sampled by trained state agency facility personnel. The boiler plants at each facility will provide the driver with plastic zip-lock bags and a Bill of Lading. The *designated facility representative* shall take three (3) samples from different locations in the load.

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

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

Jeremiah W. (Jay) Nixon
Governor



Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.ca.mo.gov/purch>

James Miluski
Director

August 5, 2010

Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363

FAKED

Re: Renewal of Contract C108326002, Wood Fuel

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the price you submitted exceeds the maximum amount allowed.

The maximum allowable price for the stated renewal period is \$33.94/ton. Please indicate acknowledgment and acceptance of this price by signing on the line below and returning this letter to me.

Laurie Borchelt

Signature Date 8-9-10

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,

Laurie Borchelt

Contract C108326002-001

Page 3

State below the firm, fixed per ton price for waste wood fuel to be delivered to the applicable facility for the contract period indicated above:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ 44.65

The following price per ton adjustment for diesel fuel costs shall remain as stated in the original contract.

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.05
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State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
<http://www.oa.mo.gov/purch>

James Miluski
Director

MEMORANDUM

TO: File C108326001-006

DATE: August 23, 2010

FROM: Laurie Borchelt 

RE: Contract Reassignment – Wood Fuel

In accordance with the wood fuel contract, the State awarded multiple contracts (i.e. more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis (and so on) to all bidders submitting acceptable responses. As a result, the wood fuel contracts were awarded to six (6) contractors as 1st choice contractor through 6th choice contractor and as applicable to the facilities.

The Division of Facilities Management and Design and Construction has requested the renewal of the above-referenced contracts. The order or ranking of the lowest priced contractor to the highest priced contractor resulting from the renewal pricing submitted has changed. Pricing is as follows:

SCCC - Licking:

	<u>ORIGINAL CONTRACT PERIOD</u>	<u>PRICE</u>	<u>RENEWAL PERIOD</u>	<u>PRICE</u>
1 st Choice Contractor	Tim Peterson	\$34.90	ReVelle	\$32.00
2 nd Choice Contractor	Missouri Mulch	\$30.85	Missouri Mulch	\$33.94
3 rd Choice Contractor	Foster Brothers	\$37.40	Foster Brothers	\$37.40
4 th Choice Contractor	HEAT Biomass	\$43.22	Tim Peterson	\$37.69
5 th Choice Contractor	ReVelle	\$47.50	Current River Pole	\$40.00
6 th Choice Contractor	Current River Pole	\$36.50	HEAT Biomass	\$45.38

SECC-Charleston:

	<u>ORIGINAL CONTRACT PERIOD</u>	<u>PRICE</u>	<u>RENEWAL PERIOD</u>	<u>PRICE</u>
1 st Choice Contractor	HEAT Biomass	\$36.98	HEAT Biomass	\$38.83
2 nd Choice Contractor	Tim Peterson	\$46.80	Foster Brothers	\$49.91
3 rd Choice Contractor	Foster Brothers	\$49.91	Tim Peterson	\$50.54

Contracts have therefore been renewed as a result of the renewal period pricing shown above.

Borchelt, Laurie

From: Teeter, Sue
Sent: Monday, August 23, 2010 3:33 PM
To: Teeter, Sue; Borchelt, Laurie
Cc: Palazzolo, Liz; Murray, John
Subject: RE: Wood Fuel Contract Renewals

Laurie,

FMDC is in agreement with the renewal pricing from all six wood fuel contractors. Please proceed in renewing the contracts.

Thank you.

Sue Teeter, Contract Specialist II
Procurement Section, Contract Services Unit
Division of Facilities Management, Design & Construction
301 West High, HST Room 730
Jefferson City, MO 65102
Phone: (573) 522-2283 Fax: (573) 751-7277
Sue.Teeter@oa.mo.gov

From: Borchelt, Laurie
Sent: Wednesday, August 18, 2010 10:06 AM
To: Teeter, Sue
Cc: Palazzolo, Liz
Subject: Wood Fuel Analysis

Sue: I think it would be worthwhile to get together to discuss the wood fuel contracts. I've prepared the attached analysis for your review. This may be helpful for discussion purposes. Please let me know when you and your folks are available to discuss. Thanks...Laurie

<< File: C108326001-006 Renewal Analysis.docx >>

c 108326002 A# 001

**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
CONTRACT RENEWAL/AMENDMENT
ROUTING GUIDE**

Action Performed	Route	Initials	Date
1. Initiate Preparation Instructions (If applicable)	Buyer	WS	7/21/10
Renewal <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Admin. <input type="checkbox"/>			

- (1a) % Increase with Signature Required
- (1b) \$ Increase with Signature Required
- (2) Asking to Extend
- (3) No Increase, Signature not Required
- (4a) % Increase, Bond Required, Signature Required
- (4b) \$ Increase, Bond Required, Signature Required
- (4c) No Increase, Bond Required, Signature Required
- Per Bond \$ _____ Sur Bond \$ _____
- Other -- See Attached

Increase/Decrease	Description
(12% renewal period of 5)	
\$ 10%	
\$ _____%	
\$ _____%	

2. Prepare Renewal/Amendment Section Support _____

HB600	Blind/Shelter Participation	M/WBE Participation
Follow Up / <u>No Follow up</u>	Follow Up / <u>No Follow up</u>	Follow Up / <u>No Follow up</u>
Date: 7/21/10		

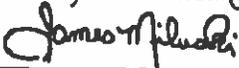
Contractor's Email Address: scott@missourimulch.com

3. Approve Renewal/Amendment	Buyer	x	x
	Purch Mgr.	WS	7/21/10
	<u>Section Mgr.</u>	SON	7-22-10
	Assist. Dir.	x	x
4. Reproduce and Mail Amendment if signature is required	Section Support	WS	8/20/10
5. Prepare Award of Renewal/Amendment & Statewide Notice	Buyer	WS	8/23/10
6. Type Acceptance Language & Statewide Notice	Section Support	x	x
7. Approve, Sign Award & Statewide Notice	Buyer	x	x
	Purch Mgr.	WS	8/23/10
	<u>Section Mgr.</u>	SON	8/23/10
	Assist. Dir.		
8. Process in SAM II AM _____	Section Support		
(8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information	Section Support		
9. Process (Copy and Distribute) Renewal/Amendment	Section Support		
10. Image Document	Central Support	YT	9.9



NOTICE OF AWARD

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.aa.mo.gov/purch>

SOLICITATION NUMBER B1E08326	CONTRACT TITLE Wood Fuel
CONTRACT NUMBER C108326002	CONTRACT PERIOD August 15, 2008 through August 14, 2010
REQUISITION NUMBER NR 300 22008000075	VENDOR NUMBER 4317155950 1
CONTRACTOR NAME AND ADDRESS Missouri Mulch 55 Stave Mill Rd. New Florence, MO 63363	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections South Central Correctional Center Licking, Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Missouri Mulch in response to B1E08326 is accepted as the 2 nd choice contractor for South Central Correctional Center in Licking, Missouri.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/13/08
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

AMENDMENT NO.: 002
IFB NO.: B1E08326
TITLE: WOOD FUEL
ISSUE DATE: 07/29/08

REQ NO.: NR 300 22008000075
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN BID NO LATER THAN: 08/04/08 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

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

Department of Corrections
South Central Correctional Center
Licking, Missouri

Department of Corrections
South East Correctional Center
Charleston, Missouri

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Missouri Mulch
MAILING ADDRESS 55 Slave Mill Rd. CITY, STATE, ZIP CODE New Florence, MO 63363

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Missouri Mulch Co., Inc.
IRS FORM 1099 MAILING ADDRESS 55 Slave Mill Rd. CITY, STATE, ZIP CODE New Florence, MO 63363

CONTACT PERSON Scott Hasekamp		EMAIL ADDRESS scott@missourimulch.com	
PHONE NUMBER 571-252-2520		FAX NUMBER 571-252-2630	
TAXPAYER ID NUMBER (TIN) 43-1715598	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____ (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE 		DATE 8/4/08	
PRINTED NAME Scott Hasekamp		TITLE General Manager	



STATE OF MISSOURI
Department of Revenue
Taxation Bureau

VENDOR NO TAX DUE

MISSOURI MULCH COMPANY INC THE
55 STAVE MILL RD
NEW FLORENCE MO 63363

DATE ISSUED: AUGUST 7, 2008
VALID THROUGH: NOVEMBER 7, 2008

MISSOURI TAX ID NUMBER: 18575463
FEDERAL IDENTIFICATION NUMBER: 431715595

The Department of Revenue, State of Missouri, certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.6, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Missouri Department of Revenue as of May 31, 2008.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Missouri Department of Revenue as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "David J. Zanone".

David J. Zanone
Manager, Sales/Use Tax

LS:DU0978

CBN045
200822000300773



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

AMENDMENT NO.: 002
IFB NO.: B1E08326
TITLE: WOOD FUEL
ISSUE DATE: 07/29/08

REQ NO.: NR 300 22008000075
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN BID NO LATER THAN: 08/04/08 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

<p>(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517</p>
---	----	---

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

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

<p>Department of Corrections South Central Correctional Center Licking, Missouri</p>	<p>Department of Corrections South East Correctional Center Charleston, Missouri</p>
--	--

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #002 TO IFB B1E08326

TITLE: WOOD FUEL

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

Prospective bidders are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **REVISED**: 2.7.1, 2.7.2, 3.1.1 and 3.2.1
2. The following paragraphs have been **DELETED**: 2.7.3, 4.4, 4.4.1 and 4.4.1 a.

Note: The changes made as a result of this amendment have been *bolded and italicized*.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

AMENDMENT NO.: 001
IFB NO.: B1E08326
TITLE: Wood Fuel
ISSUE DATE: 07/07/08

REQ NO.: NR 300 22008000075
BUYER: Laurie Borchelt
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN BID NO LATER THAN: 08/04/08 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

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

Department of Corrections
South Central Correctional Center
Licking, Missouri

Department of Corrections
South East Correctional Center
Charleston, Missouri

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 TO IFB B1E08326

TITLE: WOOD FUEL

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

Prospective bidders are hereby notified of the following changes and clarifications:

1. The following paragraph has been **REVISED**: 2.4.2
2. The following page has been **REVISED**: Pricing Page

Note: The changes made as a result of this amendment have been ***bolded and italicized.***



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

IFB NO.: B1E08326
TITLE: WOOD FUEL
ISSUE DATE: 06/30/08

REQ NO.: NR 300 22008000075
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN BID NO LATER THAN: 08/04/08 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO: (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO (2) YEARS

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

Department of Corrections
South Central Correctional Center
Licking, Missouri

Department of Corrections
South East Correctional Center
Charleston, Missouri

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 02/15/08). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other			(NOTE: L.I.C IS NOT A VALID TAX FILING TYPE.)
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the acquisition of wood fuel for the Project Proforma for both the South Central Correctional Center (SCCC) in Licking, Missouri and the South East Correctional Center (SECC) in Charleston, Missouri (hereinafter referred to as "state agency"), in accordance with the requirements and provisions stated herein.

1.1.2 This is a rebid of Invitation for Bid B1E08263.

1.2 Background:

1.2.1 The Office of Administration, Facilities Management, Design and Construction (FMDC) is responsible for and the oversight of the operation of the South Central and South East Correctional Centers. The wood that will be provided by the contractor will be utilized to provide energy to the boilers at both facilities.

1.2.2 The State of Missouri is requesting firm, fixed, long-term pricing for delivered waste wood to be used as fuel at both prison sites. The viability of this project is dependent on finding reliable, consistent, and economic sources of wood fuel meeting certain specifications for quality. The State desires to enter into contracts for the purposes of supplying waste wood for fuel with one or more suppliers with access to, and facilities for, the collection, processing, and delivery of waste wood.

1.3 Pre-Bid Conference/Tour:

1.3.1 A pre-bid conference and a tour of the facility regarding this Invitation for Bid will be held on Tuesday, July 22, 2008, at 8:00 a.m., at the South Central Correctional Center in Licking, Missouri and another on Wednesday, July 23, 2008 at 8:00 a.m., at the South East Correctional Center in Charleston, Missouri. The conference will begin promptly at 8:00 a.m. and the tour will immediately follow. **BIDDERS WILL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE. IT IS NOT MANDATORY TO ATTEND THE PRE-BID OR TOUR.**

1.3.2 All potential bidders are encouraged to attend one or the other pre-bid conference in order to ask questions and provide comments on the IFB. Attendance is not required in order to submit a response; however, bidders are encouraged to attend since information relating to this IFB will be discussed. Bidders should bring a copy of the IFB since it will be used as the agenda for the pre-bid conference.

1.3.3 Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-bid conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.3.4 In the event your organization is unable to physically attend the pre-bid conference in either Licking or Charleston but desires to participate via teleconference, please contact the buyer as noted on the cover page of this IFB for making such arrangements.

1.3.5 A tour of the facility will be available to all potential bidders immediately following the pre-bid conference. Bidders are strongly encouraged to attend the walk through to allow bidders an opportunity to inspect the facility prior to submitting a response. Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site, facilities, and/or any other existing conditions, factors, or items that may affect or impact the performance of service required by the contract requirements. The bidder shall make all reasonable and necessary investigations to inform

themselves thoroughly as to the facilities accessibility. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the bidder's failure to attend the scheduled tour of the location, (2) the bidder's failure to observe existing conditions, etc.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

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

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management 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.

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
 - a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

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

PARAGRAPH REVISED BY AMENDMENT 001

- 2.4.2 The contractor shall be compensated for diesel fuel costs incurred in the delivery of the wood fuel. The contractor's per ton cost stated in line items 001 and 002 on the Pricing Page must include fuel charges assuming a ~~\$4.50~~/gallon price for No. 2 diesel fuel. Adjustments to the per ton prices that are prompted by changes in diesel fuel costs are allowed and shall be determined by either adding or deducting an adjusted version of the price quoted in line item 003 to the quoted per ton price quoted in line items 001 and 002. The amount of the adjustment shall be determined by comparing the published monthly average price for Number Two diesel found in the Energy Information Administration (EIA), Midwest (PADD 2) Gasoline and Diesel Retail Price monthly average index price (stated in cents per gallon) for No. 2 Diesel Retail Sales. The state will use the EIA publication for the month that is two months prior to the wood delivery. For example, the diesel pricing for considering the adjustment for delivery in May 2008 shall be based on the March 2008 On-Highway Diesel Fuel Price as reported in the EIA. The EIA published monthly average shall be compared to the built-in ~~\$4.50~~ per gallon fuel costs for No. 2 diesel. This base price of ~~\$4.50~~ shall be firm and fixed and shall be used to determine allowable price adjustments to the per ton price for the duration of the contract. Adjustments shall be calculated on ~~\$.05~~ increments above/below the ~~\$4.50~~/gallon base-price, times the quoted adjustment in line item 003. Examples: If the adjustment quoted for line item 003 is ~~.04¢~~, and the EIA PAD 2 index is ~~\$4.60~~ per gallon for diesel during the billing period, the adjusted price per ton would be to add ~~.08¢~~ per ton to the delivered wood price. If ~~.07¢~~ is quoted for line item 003, and the EIA PAD 2 index is ~~\$4.35~~ per gallon for diesel during the billing period, the adjusted price per ton would be to deduct ~~.21¢~~ per ton from the delivered wood price.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.6 Estimated Quantities:

- 2.6.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

- 2.6.2 South Central Correctional Center in Licking, Missouri estimates a need of approximately 4,400 tons of suitable wood fuel (moisture content of less than 45%) per year. This translates to approximately six (6) delivery trucks per week in winter months and three (3) delivery trucks per week in summer months, assuming trucks haul 22-24 tons of wood fuel in each delivery.
- 2.6.3 Southeast Correctional Center in Charleston, Missouri estimates a need of approximately 5,100 tons of suitable wood fuel (moisture content of less than 45%) per year. This translates to approximately seven (7) delivery trucks per week in winter months and four (4) delivery trucks per week in summer months, assuming trucks haul 22-24 tons of wood fuel in each delivery.
- 2.7 **Multiple Contract Awards:**

PARAGRAPH REVISED BY AMENDMENT 002

- 2.7.1 In the event multiple contracts are awarded, the state agency shall contact the primary contractor first *to fulfill the order*. If the primary contractor is unable to provide the required wood fuel *tonnage in full*, the state agency shall contact the secondary contractor *to complete the requested order*. *If the secondary contractor is unable to fulfill the remainder of the order, the state agency shall contact the tertiary contractor*. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

PARAGRAPH REVISED BY AMENDMENT 002

- 2.7.2 The contractor shall make every effort to meet the *ordering* needs of the state agency. The state agency shall document each instance regarding the contractor's inability to provide the required wood fuel products. If the contractor continually or consistently is unable to provide the required products *as a result of documented changing market conditions*, the Division of Purchasing and Materials Management may elect to change the contractor's award status via contract amendment or cancel the contract in its entirety *without penalty*.

PARAGRAPH DELETED BY AMENDMENT 002

- 2.7.3 *Deleted*

2.8 **Contractor Liability:**

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9 **Termination:**

- 2.9.1 The Division of Purchasing and Materials Management 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 just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10 Insurance:

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

2.11 Force Majeure:

2.11.1 Neither party shall be liable for failure to perform or for delays in performing any provision of the agreement, if such failure or delay shall be caused by or result from an act of God, fire, floods, direct or indirect consequences or war, national emergencies, state or other government action or other cause beyond the control of such parties.

2.12 Commercial Drivers License:

2.12.1 The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

2.13 Subcontractors:

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

2.14 Participation by Other Organizations:

2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.14.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.14.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.15 Contractor's Personnel:

- 2.15.1 The contractor understands and agrees that by signing the IFB, they certify the following:
- a. The contractor shall only utilize 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.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

3. TECHNICAL SPECIFICATIONS

3.1 Wood Fuel:

PARAGRAPH REVISED BY AMENDMENT 002

- 3.1.1 The wood must be clean, homogeneous, 100% wood residue from known sources, free of foreign materials including, but not limited to chemicals, pressure-treated wood, creosote wood, glues, rocks, concrete, stone, steel, and nails. *Pine and/or pine bark are acceptable provided that the requirements in paragraphs 3.2.1 and 3.3.1 below are met.*

3.2 Size:

PARAGRAPH REVISED BY AMENDMENT 002

3.2.1 The size of the wood pieces shall be 100% 2-inch minus. Wood pieces less than ¼ inch shall be limited to 25%. *Sawdust blended in with other wood chips is acceptable provided it does not exceed the 25% in the blend.* Sticks and long stringy fibers shall not be accepted.

3.3 Moisture Content:

3.3.1 The moisture content of the wood must be 45% or less. Wood fuel meeting the size requirements and containing more than 45% moisture content may be accepted; however the state will deduct 25% of the proposed cost per ton for each load where the moisture content exceeds 45%.

4. PERFORMANCE REQUIREMENTS**4.1 Inspection/Testing:**

4.1.1 Wood fuel may be subject to inspection and testing by the State either at the point of manufacture, place of storage or upon receipt of deliveries made to the factories. Any load not meeting the quality and character specifications indicated above may be rejected.

4.1.2 Wood fuel not meeting the specified size shall be rejected if it is determined to cause operational problems. All costs associated with any reloading of delivered wood fuel and transporting of the unacceptable materials to and from the sites shall be the responsibility of the contractor. A FMDC representative or designate at the facility will provide a written explanation to the contractor of any rejected deliveries.

4.1.3 Repeated failure to provide wood fuel in accordance with the specifications and requirements stated herein, may be cause for cancellation of the contract.

4.2 Sampling Procedures:

4.2.1 The moisture content of any wood fuel shall be sampled by trained state agency facility personnel. The boiler plants at each facility will provide the driver with plastic zip-lock bags and a Bill of Lading. The driver shall take three (3) samples from different locations in the load and provide it to the designated facility representative.

4.2.2 Moisture content will be determined by a FMDC representative or designate at the facility using an electronic testing process. The test for the three samples shall be averaged to determine the average moisture content for each load. When results are borderline between the moisture ranges, the next lowest moisture range shall be assumed. The test results shall be entered on the Bill of Lading in order that the correct price per ton can be paid for the load.

4.2.3 Results of the sample analysis shall be made a matter of record, with copies available to the contractor if requested. In addition, periodic analysis shall be made to ensure product specifications are being met.

4.3 Deliveries:

4.3.1 The contractor shall deliver wood fuel products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Deliveries shall be made only during normal week-day (Monday through Friday) work hours (8:00 a.m. to 5:00 p.m.), unless otherwise coordinated with institutional personnel.

4.3.2 The contractor must coordinate his/her delivery schedule with each facility. Any change in the delivery schedule must be approved by the facility and must be preceded with a written request prior to any changes being made.

- 4.3.3 The contractor must provide a certified scale ticket of the delivery vehicles empty truck weight with full fuel tanks weighed utilizing a state-certified scale. The contractor must provide a certified scale ticket with each load of wood fuel delivered. Records of the amount of wood fuel delivered will be kept at each facility.
- 4.3.4 Delivery shall include the unloading of wood waste materials at the state facility as directed by a state agency representative.

PARAGRAPH DELETED BY AMENDMENT 002

4.4 Deleted

PARAGRAPH DELETED BY AMENDMENT 002

4.4.1 Deleted

PARAGRAPH DELETED BY AMENDMENT 002

a. Deleted

4.5 Transportation:

- 4.5.1 The contractor must furnish all transportation equipment necessary to transport the wood fuel from the production site to the correctional facilities. The contractor shall be responsible for transporting and unloading wood fuel to the ordering facility utilizing a walking floor (live bottom) covered trailer.

4.6 Invoicing and Payment:

- 4.6.1 The contractor shall submit an invoice on a monthly basis to the Office of Administration, Facilities Management Design and Construction at the following address:

Office of Administration, Facilities Management Design and Construction
301 West High Street, Room 780
P.O. Box 809
Jefferson City, MO 65102

- 4.6.2 The contractor shall submit the invoice in triplicate form and shall contain the following information:

- a. Contract number;
- b. Facility name;
- c. Order date(s) in the billing period;
- d. Description of product/delivered amount (tonnage); and
- e. Total amount due including any applicable adjustments for diesel fuel.

- 4.6.3 The contractor shall be compensated for additional diesel fuel costs incurred in the delivery of the wood fuel products. Diesel fuel costs shall be determined as indicated in paragraph 2.4.2. Diesel fuel costs shall be based on the Energy Information Administration (EIA), Midwest (PADD 2) Gasoline and Diesel Retail Price monthly average index price (stated in cents per gallon) for No. 2 Diesel Retail Sales. (Reference <http://www.eia.doe.gov> Diesel (On-Highway) Fuel Prices).

- 4.6.4 Diesel fuel shall be based on a \$4.50 per gallon cost of No. 2 diesel fuel. Adjustments for diesel fuel costs, either added to or deducted from the stated cost per ton of wood fuel shall be based on the most recent published EIA PADD 2 report average for No. 2 diesel fuel. All diesel fuel costs for the current invoicing period shall be determined based on diesel fuel prices reported in the EIA for the month that is two months prior to the fuel price adjustment. For example, the charges for May 2008 shall be based on the March 2008 On-Highway Diesel Fuel Price as reported in the EIA.

4.6.5 The state's total cost for delivered wood fuel for the month shall be the stated per ton cost times the tonnage delivered for the billing period along with the added or deducted diesel fuel charges as indicated in paragraph 4.6.4 above.

5. BIDDER'S INSTRUCTIONS

5.1 Contact:

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

5.2 Business Compliance:

5.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.3 Electronic Bids:

5.3.1 If a Premium registered bidder is responding electronically through the On-Line Bidding/Vendor Registration System website, the Premium registered bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Instructions on how to enter a Premium Registration, how to respond to a bid on-line, and how to submit electronic attachments are available on the On-Line Bidding/Vendor Registration System website at <https://www.moolb.mo.gov>. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid.

5.3.2 Premium registered bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest.

5.3.3 The exhibits and forms provided herein can be saved into a word processing document of the Premium registered bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.

5.3.4 Specifically the Premium registered bidder should submit the following with the electronic bid as an attachment: renewal pricing (Pricing Page), experience and support information (Exhibit A), domestic products status (Exhibit B), certification regarding debarment (Exhibit C), blind/sheltered workshop participation (Exhibits D and E).

5.3.5 Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

5.4 Bidder's Experience and Support:

5.4.1 The bidder should provide information relative to their experience in providing wood fuel products to other public or private entities. It is highly desirable that the bidder respond to the information requested in **Exhibit A** for purposes of verifying the bidder's experience and their ability to support the facility's needs.

5.5 American Made:

5.5.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

5.5.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

5.5.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

5.5.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

5.5.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return **Exhibit B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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

5.6 Debarment Certification:

5.6.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit C** with their bid. This document must be satisfactorily completed prior to award of the contract.

5.7 Compliance with Terms and Conditions:

5.7.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

5.8 Description of Product:

5.8.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

5.9 Bid Detail Requirements and Deviations:

5.9.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

5.10 Site Inspection:

5.10.1 Prior to awarding contract(s), the state shall have the right to inspect the bidder's site for adequate wood fuel quality and equipment and resources available for loading and transporting the wood fuel to the facility sites, including tractor and trailer accessibility and maneuverability into and out of loading/unloading areas.

- a. The state shall have the sole option to remove a bidder from consideration in the event wood fuel quality, equipment and resources are not acceptable.

5.11 Prices:

5.11.1 The bidder may submit a bid for one or both correctional facilities. The bidder must state the firm, fixed per ton price for waste wood fuel on the Pricing Page of the IFB. The price stated must include all transportation hauling/shipping charges FOB destination, freight prepaid and allowed. All pricing shall be considered firm for the duration of the contract period.

5.11.2 The Energy Information Administration (EIA), PADD 2 Midwest Gasoline and Diesel Retail Price index (stated in cents per gallon) for No. 2 Diesel Retail Sales shall be utilized for determining monthly fuel costs. The base price for diesel fuel shall be based on \$4.50 per gallon fuel costs. This base price shall be firm and fixed for the duration of the contract. Diesel costs will be adjusted from the established base price of \$4.50 per gallon. The monthly average published in the EIA which will be determined by the EIA monthly publication 2-months prior to delivery will be used to compare against the \$4.50 per gallon base price. This comparison will determine the amount of adjustment that can be allowed based on the price stated by the bidder in line item 003. For every .05¢ deviation in the most recently published monthly average EIA PADD 2 index against the established \$4.50 base price, the stated cost per ton for wood will be adjusted (added or deducted) by the bidders stated price adjustment (cents per ton) on the Pricing Page. Therefore, the bidder must state, if applicable, a cost per ton adjustment for diesel fuel costs on the Pricing Page in line item 003. The price shall be stated in cents (¢) and will be added or deducted to the cost per ton stated in line items 001 and 002. The bidder's stated price per ton adjustment for diesel fuel costs shall remain the same for the life of the contract.

5.12 Evaluation and Award:

5.12.1 The evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements.

5.12.2 Separate evaluations shall be conducted by facility and awards made accordingly. The State of Missouri reserves the right to make multiple contract awards (i.e., more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis (and so on) to all bidders submitting

acceptable responses as a result of this IFB. In the event multiple contracts are awarded for a particular facility, selection shall be based upon availability of acceptable resources necessary to meet the facilities needs beginning with the primary contractor.

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

5.13 Preference for Organizations for the Blind and Sheltered Workshops:

5.13.1 Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten bonus points, the bidder must meet following the conditions and provide the following evidence:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete **Exhibit D**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The bidder must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, **Exhibit D**; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

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

<http://www.lhindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on **Exhibit D, Participation Commitment**, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

PRICING PAGE REVISED BY AMENDMENT 001**PRICING PAGE**

Wood fuel products shall conform to the specifications contained herein. The bidder may submit a bid for one or both correctional facilities. The bidder must state below the firm, fixed per ton price for waste wood fuel to be delivered to the specific correctional facility listed below. All pricing shall be considered firm for the duration of the contract period. Transportation hauling/shipping charges shall be built-in and shall be based on a base-price of \$4.50 per gallon for diesel fuel.

<u>LINE ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 Fuel, Wood, Supplies and Services Wood Fuel South Central Correctional Center in Licking, Missouri	1	TON	<u>\$30.85</u>
002	C/S Code: 40400 Fuel, Wood, Supplies and Services Wood Fuel South East Correctional Center in Charleston, Missouri	1	TON	\$ _____

In determining diesel fuel costs, the bidder must state below the added or deducted cost per ton for delivered wood to be applied for every .05¢ increment above or below the established base price of \$4.50 per gallon for diesel fuel as listed in the published monthly average EIA PADD 2 Midwest Gasoline and Diesel Retail Price index. The price per ton stated below will be reflected in the bid price per ton quoted above for delivered wood for the billing period. The price shall be stated in cents (¢) and will be added or deducted to the cost per ton.

Examples: If the bidder states .04¢ in line item 003 below, and the PAD 2 index is \$4.60 per gallon for diesel during the billing period, the adjusted price per ton would be to add .08¢ per ton to the delivered wood price (line items 001 and 002). If the bidder states .07¢ in line item 003 below, and the PAD 2 index is \$4.35 per gallon for diesel during the billing period, the adjusted price per ton would be to deduct .21¢ per ton from the delivered wood price (line items 001 and 002).

Note: The stated price per ton adjustment for diesel fuel costs shall remain the same for the life of the contract.

<u>LINE ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
003	C/S Code: 40400 Fuel, Wood, Supplies and Services Diesel Fuel Cost Adjustment (State in cents [¢])	1	TON	<u>.5¢</u>

RENEWAL OPTIONS (Line Items 001 and 002):

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of five (5) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder may indicate either a renewal price increase stated as a maximum percentage of increase, applicable to all line items, or a price decrease, stated as a guaranteed minimum percentage of decrease applicable to all line items. The bidder should not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or

EXHIBIT A**EXPERIENCE AND SUPPORT**

The bidder should provide information regarding the services and support proposed. The following information should be provided by the bidder in order to verify their prior experiences in providing wood fuel products. If bidder is proposing to deliver to both facilities, the bidder should clearly differentiate the requested information below.

1. The bidder should indicate the length of time the bidder has been in the business of providing wood products.
9 Years
2. The bidder should specify the type of waste wood you propose to supply; i.e., forest, land clearing, sawmill, tree trimming; construction/demolition; pallets, crates, packing waste. Indicate hardwood or softwood as applicable. The bidder should also describe the exact nature of waste wood you propose to supply.
Sawmill Off Fall, Debarked Green Harwood Chips
3. The bidder should indicate whether the waste wood supply will meet all boiler ready specifications.
YES
4. The bidder should identify the closest certified scales (or the certified scale to be used) for all loads.
Kinder Plant Foods, Licking MO
5. The bidder should describe the type of delivery trucks and trailers used for transporting waste wood.
Semi trucks, 45 ft walking floor trailers
6. The bidder should indicate unloading procedures.
Open doors and engage walking floor
7. The bidder should explain their ability to accommodate "emergency" delivery requests that may be requested by the facility and any additional costs associated with fulfilling such requests.
Additional costs will be determined at the time of the emergency
8. The delivery shall be made within six (6) hours of notification by the designated facility representative. If bidder's delivery is different, the bidder should state delivery in hours after notification: _____ hours.

EXHIBIT A, cont'd**BIDDER'S REFERENCES**

The bidder should provide reference information for which the bidder has provided the same or similar products/services. The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience.

Bidder/Subcontractor Name:	Missouri Mulch
Reference Information (Prior Products/Services Provided For:)	
Name of Reference Company:	University of Mo. Power Plant
Address of Reference Company:	Accounting Services Jesse-Rm 00325
	Columbia, MO 65211
Reference Contact Person Name:	Roger Higgins
Contact Person Phone #	573-882-3201
Contact Person e-mail address:	
Dates of Prior Contract/Agreement:	07/18/08
Dollar Value of Prior Contract/Agreement	\$65,000.00
Description of Prior Contract/Agreement	"Air Dried" Wood Chip biomass fuel

EXHIBIT A, cont'd**BIDDER'S REFERENCES**

The bidder should provide reference information for which the bidder has provided the same or similar products/services. The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience.

Bidder/Subcontractor Name:	Missouri Mulch
Reference Information (Prior Products/Services Provided For:)	
Name of Reference Company:	City of Columbia Water & Light Elec Prod.
Address of Reference Company:	800 Cherry Street, P.O. Box 6015 Columbia, MO 65205
Reference Contact Person Name:	Mike Willingham
Contact Person Phone #	573-874-7376
Contact Person e-mail address:	
Dates of Prior Contract/Agreement:	5/28/08
Dollar Value of Prior Contract/Agreement	\$291,200.00
Description of Prior Contract/Agreement	Wood Chips for fuel

EXHIBIT A, cont'd**BIDDER'S REFERENCES**

The bidder should provide reference information for which the bidder has provided the same or similar products/services. The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience.

Bidder/Subcontractor Name:	Missouri Mulch
Reference Information (Prior Products/Services Provided For:)	
Name of Reference Company:	University of Missouri-Rolla
Address of Reference Company:	500 West 16 th . St. Rolla, MO 65409
Reference Contact Person Name:	Jerry Planitz
Contact Person Phone #	573-341-7848
Contact Person e-mail address:	
Dates of Prior Contract/Agreement:	2/08
Dollar Value of Prior Contract/Agreement	\$234,000.00
Description of Prior Contract/Agreement,	Wood Chips for fuel

EXHIBIT B

**STATE OF MISSOURI – OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced in U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).


COMPANY NAME
Missouri Mulch

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced in U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

EXHIBIT C**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Scott Hasekamp General Mgr.
Name and Title of Authorized Representative

Scott Hasekamp
Signature

8-4-08
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or except for debarment.

EXHIBIT D

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		
3.		

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

1. Bidder
Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

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

Document the amount of participation the bidder has committed to you (as the participating organization) for the products/services you are providing:

_____ or _____
_____ % of Total Value of Contract
_____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
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 amendment thereto, the definition or meaning described below shall apply

- a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. Amendment means a written, official modification to an IFB or to a contract.
- c. 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.
- d. Bid Opening Date and Time and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. Bidder means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. Buyer means the procurement staff member of the DPMM. The Contact Person as referenced herein is usually the Buyer.
- g. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. Contractor means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. Exhibit applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. Invitation for Bid (IFB) means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. May means that a certain feature, component, or action is permissible, but not required.
- l. 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.
- m. Pricing Page(s) applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. Shall has the same meaning as the word must.
- p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being

issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) 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 (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM 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.

7. 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.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point, and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any

warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

- b. The identification of a person designated to handle affirmative action,
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline,
- d. The exclusion of discrimination from all collective bargaining agreements, and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 02-15-08

From: Rachel Vincent [mailto:rachel@missourimulch.com]
Sent: Monday, August 04, 2008 4:19 PM
To: Shivers, Libby
Subject: Incorrect Fed ID No.

On the Bid that was submitted on 8/4/08 by our company for wood fuels, , I gave the wrong ID No.

It should be: 43-1715595

Thanks

Rachel Vincent

Missouri Mulch
55 Stave Mill Rd.
New Florence, MO 63363
rachel@missourimulch.com
P. 573-252-2520
F. 573-252-2630

Please consider the environment before printing this e-mail

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Room 630

H. C. WMO

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8-4-68

IFB: B L E O R 326