



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oe.mo.gov/purch>

CONTRACT NUMBER C111002001	CONTRACT TITLE Sample Collection Supplies
AMENDMENT NUMBER 004	CONTRACT PERIOD September 21, 2014 through September 20, 2015
REQUISITION NUMBER NR 931 YYY14709225	VENDOR NUMBER 4807769060 0
CONTRACTOR NAME AND ADDRESS Lynn Peavey Company 10749 W 84 th Terrace Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Department of Corrections/Probation and Parole Central Warehouse 2715 Plaza Drive- Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111002001 is hereby amended pursuant to the attached amendment #004 including the signed exceeding letter, dated 04/17/14.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/30/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 004
CONTRACT NO.: C111002001
TITLE: Sample Collection Supplies
ISSUE DATE: 04/09/14

REQ NO.: NR 931 YYY14709225
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: nicolle.skaggs@oa.mo.gov

TO: Lynn Peavey Company
10749 W 84th Terrace
Lenexa, KS 66214

RETURN AMENDMENT BY NO LATER THAN: 04/23/14 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:	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:

Department of Corrections/Probation and Parole
Central Warehouse
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME The Peavey Corporation dba Lynn Peavey Company
MAILING ADDRESS 10749 W 84th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Peavey Corporation dba Lynn Peavey Company
IRS FORM 1099 MAILING ADDRESS 10749 W 84th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214

CONTACT PERSON Greg Ebeling		EMAIL ADDRESS gebeling@peaveycorp.com	
PHONE NUMBER 800-255-6499		FAX NUMBER 913-495-6787	
TAXPAYER ID NUMBER (TIN) 48-0776906	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4807769060	
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 Greg Ebeling		DATE 4/17/14	
PRINTED NAME Greg Ebeling		TITLE Regional Sales Mgr.	

AMENDMENT #004 TO CONTRACT C111002001

CONTRACT TITLE: **SAMPLE COLLECTION SUPPLIES**

CONTRACT PERIOD: **SEPTEMBER 21, 2014 THROUGH SEPTEMBER 20, 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 (**4% 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.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02099</u></p> <p>Containers per Case: <u>1,000</u></p>	CS	\$ <u>114.40</u> ⁷⁴⁸
002	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Polypropylene Cap Designed for 33 mm opening round container (as described in Item 001 herein) with single, pressure-sensitive liner 4,000/case Lynn Peavey #02101 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02100</u></p> <p>Caps per Case: <u>4,000</u></p>	CS	\$ <u>207.58</u>
003	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Red Plain, no printing Must be transparent so user can easily read labels under tape 1/2" x 108'/roll; 2 rolls/box Lynn Peavey #05372 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>05372</u></p> <p>Roll Size: <u>1/2" x 108'</u> Rolls per Box: <u>2</u></p>	BOX	\$ <u>13.95</u>
004	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Yellow Plain, no printing</p>	BOX	\$ <u>13.95</u>

Must be transparent so user can easily read labels under tape
 ½" x 108'/roll; 2 rolls/box
 Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05375

Roll Size: ½" x 108' Rolls per Box: 2

006 C/S Code: 10006 CS \$ 84.90
Containers, Plastic (All Purpose)
Zippered 4 ml Polyethylenic Bag
 Size: 9" x 12"
 500/case
 Lynn Peavey #02099 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05124

Bags per Case: 500

007 C/S Code: 10006 CS \$ 110.20
Containers, Plastic (All Purpose)
Split Sample DOT Urine Collection Kit
 Must include:

- Collection cup with a temperature monitor
- Two (2) 60 ml bottles with caps

 Packaged in a heat-sealed bag with an absorbent sheet
 and security bag; All in a second heat-sealed bag
 100/case
 Lynn Peavey #10091 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 10091

Kits per Case: 100

008 C/S Code: 10006 CS \$ 152.40
Containers, Plastic (All Purpose)
Toilet Bluing Tablets
 Must instantly turn blue.
 Must meet current federal government requirements.
 100/bottle; 10 bottles/case
 Lynn Peavey #01657 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 01657

Tablets per Bottle: 100

Bottles per Case: 10

009

C/S Code: 10006
Containers, Plastic (All Purpose)
Absorbent Sheets
30 – 100 ml absorbency
Sheet Size: 2.5" x 4" up to 3" x 6"
5,000/case
Lynn Peavey #05535 or equivalent

CS

\$ 260.00

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 05535

Sheet Size: 3" x 6"

Sheets per Case: 5,000

010

C/S Code: 10006
Containers, Plastic (All Purpose)
Temperature Stick-On Monitors
Must illuminate the temperature of a sample within seconds.
Temperature Range: 80° to at least 102° F
(exact temperature within one (1) degree must be indicated and
Must meet current SAMHSA specifications)
100 monitors/case
Lynn Peavey #49242 or equivalent

CS

\$ 10.96

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 49242

Monitors per Case: 100



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.

Skaggs, Nicole

From: Greg Ebeling [gebeling@peaveycorp.com]
Sent: Monday, April 21, 2014 7:22 AM
To: Skaggs, Nicole
Subject: FW: Attached Image
Attachments: 0202_001.pdf

Nicole,
Please see attached file.
The reason for price increases, the cost resin for plastic goods has gone up and are freight charges have increased quite bit from two years ago.

Greg Ebeling
Regional Sales Manager

Lynn Peavey Company
P: 800-255-6499 x6652
F: 913-495-6787
gebeling@lynnpeavey.com
www.lynnpeavey.com

Celebrating 60 years of innovations.

From: canon@peavycorp.com [mailto:canon@peavycorp.com]
Sent: Monday, April 21, 2014 7:18 AM
To: Greg Ebeling
Subject: Attached Image

Skaggs, Nicolle

From: Williams, Robin
Sent: Wednesday, April 30, 2014 12:11 PM
To: Skaggs, Nicolle
Subject: RE: C111002001-004

Yes we want to renew it.

Robin Williams
Business Manager for
Cremer Therapeutic Community Center and
MODOC Toxicology Laboratory

From: Skaggs, Nicolle
Sent: Wednesday, April 30, 2014 12:09 PM
To: Hammond, Samuel; Williams, Robin
Subject: FW: C111002001-004

Good afternoon,

Has the agency made a decision about renewing the contract?

Thank you.

Nicolle Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

From: Skaggs, Nicolle
Sent: Monday, April 21, 2014 8:36 AM
To: Hammond, Samuel; Norris, Robin
Subject: C111002001-004

The contractor has proposed an increase which is within the 4% allowed increase. Attached is the breakdown per line item.

Is this acceptable?

Nicolle Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816

28 Nikki Amador

Purchase Order Preparation by Requisition

Transaction ID	NR 931 YYY14709225	Total Amount	60,000.00
Line Number	001	Commodity	10006
Status	AFZ		
Requisition Date	04 / 07 / 14	Text Flag	Custom
Vendor	4807769060	Note Pad Indicator	
Manuf Number		Name	
Delivery Date	09 / 19 / 14	New Buyer	
Description	CONTAINERS, PLASTIC (ALL PURPOSE)		
Cost Data			
Original Unit Cost	60,000.000000	Unit	TOTL
Discount Code		Discount %	0.00
Tax Code		Tax Amount	0.00
Quantity Requested	1.000	Freight Amount	0.00
		Total Cost	60,000.00

Requisition Text

Transaction ID: NR 931 YYY14709225 Commodity Line Number

TO RENEW CONTRACT FOR SAMPLE COLLECTION SUPPLIES
 REFERENCE CONTRACT: C111002001
 CONTRACT EXPIRATION: SEPTEMBER 20, 2014
 CONTRACT PERIOD: SEPTEMBER 21, 2014 - SEPTEMBER 20, 2015

ALL TERMS AND CONDITIONS TO REMAIN THE SAME AS ON THE PREVIOUS CONTRACT.

Open Requisition Header Inquiry

Transaction ID	NR 931 YYY14709225	Requisition Date	04 / 07 / 14
Requested by	ROBIN WILLIAMS	Phone	573-526-6590
Comments		Budget FY	14
Total Comm Lines	001	Final Comm Lines	000
Closed Date		Closed Amount	0.00
Last Print Date		Requisition Amount	60,000.00
Modification Date		Modification Number	00

Vendor	Responsible Parties	Controls	Delivery	Cost Details
Responsible Person	SAMUEL HAMMOND	Responsible Agency	931	
Responsible Org	1931	Organization Name	DEPT OF CORRECTIONS	
PA Number	511002001	Effective Mod	003	Effective Mod Date
Description	SAMPLE COLLECTION SUPPLIES			
Start Date	09 / 21 / 10	End Date	09 / 20 / 14	Buyer
Number of Orders	45	FDB Point	Destination	Pending Mods
<input checked="" type="checkbox"/> Fresh Order Indicator		<input type="checkbox"/> Renewal Indicator		Latest Mod
Renewal Days	120	Lag Days	000	Tax Code
Document Usage	Service Contract and Price Agreement	Auth Agency	300	
Price Agreement Indicator	None	Auth Org	3490	
Authorized Limit	999,999,999.99			
Encumbered Amount	115,148.30			
Expended Amount	113,006.40			
Closed Amount	113,038.60			
Remaining Balance	999,884,884.09			

Indicate Contract Amendment Type

RENEWAL: 4th PERIOD OF 4 TOTAL

Renewal - % Increase 4% Cost Savings

Renewal - \$ Increase _____ Cost Savings

Renewal - W/O Increase _____

SFS Renewal - Prices In Original Contract

SFS Renewal - Prices Not in Original Contract

EXTENSION PERIOD:

Extension - 30-Day

Termination

Extension - \$ Increase _____ Cost Savings

Extension - W/O Increase _____

Assignment

Cancellation/Termination

Other Amendment

Performance Security Deposit: \$ _____

Surety Bond: \$ _____

Annual Wage Order Number: _____

Annual Wage Order Date: _____

County(ies): _____

Other Instructions: _____

Step	Description	Role	Initials	Date
1	Review Contract Amendments/Verifications	Buyer/Section Support	CR	4/18
A	Section 34.040.6, RSMo	Buyer/Section Support	CR	4/18
B	DPMM Suspension List	Buyer/Section Support	CR	4/18
C	Federal Suspension - SAM.GOV	Buyer/Section Support	CR	4/18
D	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NS	4/19
E	Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Sheel Wkshp Affdvt	Buyer	NA	-
F	SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	CR	4/18
2	Review/Approve Contract Amendment or Signature Required	Buyer/Section Support	CR	4/18
		Buyer	NS	4/19
	Initial: _____ Supervisor: <u>MJS</u> Date: <u>4/14/14</u> Section Manager: _____ Date: _____			
3	Review/Approve Contract Amendment or Signature Required	Buyer/Section Support	CR	4/19
	Contractor E-Mail Address/Fax Number: <u>gebeling@peaveycorp.com</u>			
	State Agency Contact E-Mail Address: <u>Robin Williams / Samuel Hammond</u>			
	Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
4	Review Contract Amendment Response/Verifications		NS	4/18
A	Renewal/Extension Pricing	Buyer/Section Support	NS	4/18
B	Section 34.040.6, RSMo	Buyer/Section Support	NS	-
C	Performance Security Deposit/Surety Bond	Buyer/Section Support	NA	4/21
D	Renewal/Extension with Cost Savings Language	Buyer	NS	-
E	Statewide Notice	Buyer	NA	-
F	SFS Authorized Limit \$	Buyer	NA	-
G	Contract Assignment Only Verifications - Complete unless completed in Step 2 above			
1	E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2	Assignment and Consent Form	Buyer/Section Support		
3	DPMM Suspension List	Buyer/Section Support		
4	Federal Suspension - SAM.GOV	Buyer/Section Support		
5	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
5	Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	NS	4/30
6	Review/Approve Contract Amendment Award Document	Buyer	NS	4/30
	Initial: _____ Supervisor: <u>MJS</u> Date: <u>4/30/14</u> Section Manager: <u>Dutzi</u> Date: _____			
7	Process Contract Amendment	Buyer/Section Support	CR	5/1
	AM 300 PMM <u>00064070</u>	Buyer/Section Support	CR	5/1
	Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
	E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	X	X
	Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
10	Post Participation Commitment Instructions	Central Support-Participation		
11	Package Contract Amendment Packet	Central Support-Imaging	CR	5/14



NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER C111002001	CONTRACT TITLE Sample Collection Supplies
AMENDMENT NUMBER 003	CONTRACT PERIOD September 21, 2013 through September 20, 2014
REQUISITION NUMBER NR 931 YY13709204	VENDOR NUMBER 4807769060 0
CONTRACTOR NAME AND ADDRESS Lynn Peavey Company 10749 W 84 th Terrace Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Department of Corrections/Probation and Parole Central Warehouse 2715 Plaza Drive- Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111002001 is hereby amended pursuant to the attached amendment #003, dated July 23, 2013.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE July 26, 2013
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.: C111002001
 TITLE: Sample Collection Supplies
 ISSUE DATE: July 23, 2013

REQ NO.: NR 931 YYY13709204
 BUYER: Nicolle Skaggs
 PHONE NO.: (573) 751-5341
 E-MAIL: nicolle.skaggs@oa.mo.gov

TO: Lynn Peavey Company
 10749 W 84th Terrace
 Lenexa, KS 66214

RETURN AMENDMENT BY NO LATER THAN: July 31, 2013 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:	nicolle.skaggs@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/Probation and Parole
 Central Warehouse
 2715 Plaza Drive – Lower Level
 Jefferson City, MO 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Lynn Peavey Company
MAILING ADDRESS 10749 W 84 th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Peavey Corporation
IRS FORM 1099 MAILING ADDRESS 10749 W 84 th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214

CONTACT PERSON Greg Ebeling		EMAIL ADDRESS gebeling@peaveycorp.com	
PHONE NUMBER 913-495-6652		FAX NUMBER 913-495-6787	
TAXPAYER ID NUMBER (TIN) 48-0776906	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 4807769060 0
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 7/23/13	
PRINTED NAME J Greg Ebeling		TITLE Regional Sales Mgr	

AMENDMENT #003 TO CONTRACT C111002001

CONTRACT TITLE: **SAMPLE COLLECTION SUPPLIES**

CONTRACT PERIOD: **SEPTEMBER 21, 2013 THROUGH SEPTEMBER 20, 2014**

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. (4% 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 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.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02099</u></p> <p>Containers per Case: <u>1,000</u></p>	CS	\$ <u>110.00</u>
002	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Polypropylene Cap Designed for 33 mm opening round container (as described in Item 001 herein) with single, pressure-sensitive liner 4,000/case Lynn Peavey #02101 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02100</u></p> <p>Caps per Case: <u>4,000</u></p>	CS	\$ <u>199.60</u>
003	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Red Plain, no printing Must be transparent so user can easily read labels under tape ½" x 108'/roll; 2 rolls/box Lynn Peavey #05372 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>05372</u></p> <p>Roll Size: <u>½" x 108'</u> Rolls per Box: <u>2</u></p>	BOX	\$ <u>13.70</u>
004	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Yellow Plain, no printing</p>	BOX	\$ <u>13.70</u>

Must be transparent so user can easily read labels under tape
 1/2" x 108'/roll; 2 rolls/box
 Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05375

Roll Size: 1/2" x 108' Rolls per Box: 2

006 C/S Code: 10006 CS \$ 82.50
Containers, Plastic (All Purpose)
Zippered 4 ml Polyethylene Bag
 Size: 9" x 12"
 500/case
 Lynn Peavey #02099 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05124

Bags per Case: 500

007 C/S Code: 10006 CS \$ 106.00
Containers, Plastic (All Purpose)
Split Sample DOT Urine Collection Kit
 Must include:
 • Collection cup with a temperature monitor
 • Two (2) 60 ml bottles with caps
 Packaged in a heat-sealed bag with an absorbent sheet
 and security bag; All in a second heat-sealed bag
 100/case
 Lynn Peavey #10091 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 10091

Kits per Case: 100

008 C/S Code: 10006 CS \$ 148.00
Containers, Plastic (All Purpose)
Toilet Bluing Tablets
 Must instantly turn blue.
 Must meet current federal government requirements.
 100/bottle; 10 bottles/case
 Lynn Peavey #01657 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 01657

Tablets per Bottle: 100

Bottles per Case: 10

009 C/S Code: 10006 CS \$ 260.00

Containers, Plastic (All Purpose)

Absorbent Sheets

30 – 100 ml absorbency

Sheet Size: 2.5" x 4" up to 3" x 6"

5,000/case

Lynn Peavey #05535 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 05535

Sheet Size: 3" x 6"

Sheets per Case: 5,000

010 C/S Code: 10006 CS \$ 10.90

Containers, Plastic (All Purpose)

Temperature Stick-On Monitors

Must illuminate the temperature of a sample within seconds.

Temperature Range: 80° to at least 102° F

(exact temperature within one (1) degree must be indicated and

Must meet current SAMHSA specifications)

100 monitors/case

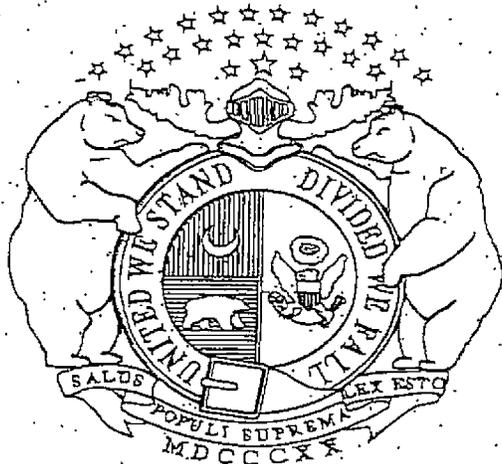
Lynn Peavey #49242 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 49242

Monitors per Case: 100



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.

Skaggs, Nicolle

From: Hall, John
Sent: Thursday, August 08, 2013 8:15 AM
To: Skaggs, Nicolle
Subject: RE: C111002001-003 Sample Collection Supplies

That is acceptable. Thanks.

John Hall, CPPB

Missouri Department of Corrections
FMU/Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102
Telephone: (573) 526-6494 Fax: (573) 522-1562

From: Skaggs, Nicolle
Sent: Friday, July 26, 2013 9:51 AM
To: Hall, John
Subject: C111002001-003 Sample Collection Supplies

Good morning.

The contractor has proposed an increase in the contract. They are allowed a 4% increase with this renewal. Attached is the spreadsheet showing how much each line item will increase. Please let me know if this is acceptable.

Thank you.

Nicolle Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

Line item	Original Price	% Allowed	Proposed Price	Actual % Taken
1	108.4	4	110	1.5%
2	192	4	199.6	4.0%
3	13.7	4	13.7	0.0%
4	13.7	4	13.7	0.0%
6	79.4	4	82.5	4.0%
7	102.2	4	106	3.75%
8	148	4	148	0.0%
9	260	4	260	0.0%
10	10.9	4	10.9	0.0%

Purchase Order Preparation by Requisition

Transaction ID	NR 931 YYY13709204	Total Amount	60,000.00
Line Number	001	Commodity	10006
Status	AFZ	Text Flag	Custom
Requisition Date	07 / 16 / 13	Note Pad Indicator	
Vendor	4807769060	RX Type	
Manuf Number		Name	
Delivery Date	09 / 20 / 13	New Buyer	
Description	CONTAINERS, PLASTIC (ALL PURPOSE)		
Original Unit Cost	60,000.000000	Unit	TOTL
Discount Code		Discount %	0.00
Tax Code		Tax Amount	0.00
Quantity Requested	1.000	Freight Amount	0.00
		Total Cost	60,000.00

*N. Valle
Amend*

TO RENEW CONTRACT FOR SAMPLE COLLECTION SUPPLIES
 REFERENCE CONTRACT: C111002001
 CONTRACT EXPIRATION: SEPTEMBER 20, 2013
 CONTRACT PERIOD: SEPTEMBER 21, 2013 - SEPTEMBER 20, 2014

Travis K

ALL CONTRACTUAL REQUIREMENTS, TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT MUST APPLY DURING THE RENEWAL PERIOD OF THE CONTRACT.

Open Requisition Header Inquiry

Transaction ID	NR 931 YYY13709204	Requisition Date	07 / 16 / 13
Requested by	ROBIN NORRIS	Phone	573-526-6494
Comments		Budget FY	14
Total Comm Lines	001	Offset Reserve Account	
Closed Date	/ /	Final Comm Lines	000
Last Print Date	/ /	Closed Amount	0.00
Modification Date	/ /	Requisition Amount	60,000.00
		Modification Number	00

Vendor	Responsible Parties	Controls	Delivery	Cost Details
Responsible Person	JOHN HALL	Responsible Agency	931	
Responsible Org	1931	Organization Name	DEPT OF CORRECTIONS	
PA Number	C111002001	Effective Mod	002	Effective Mod Date
Description	SAMPLE COLLECTION SUPPLIES			
Start Date	09 / 21 / 10	End Date	09 / 20 / 13	Buyer
Number of Orders	38	FOB Point	Destination	Pending Mods
<input checked="" type="checkbox"/> Restriction Indicator		<input checked="" type="checkbox"/> Renewal Indicator		Latest Mod
Renewal Days	120	Lag Days	000	Tax Code
Document Usage	Service Contract and Price Agreement	Auth Agency	300	
Price Agreement Indicator	None	Auth Org	3490	
Authorized Limit	999,999,999.99			
Encumbered Amount	89,995.50			
Expended Amount	80,149.10			
Closed Amount	80,181.50			
Remaining Balance	999,910,036.89			

07/17/13

1. Indicate Contract Amendment Type

RENEWAL: 3 PERIOD OF 4 TOTAL

Renewal - % Increase 4% Cost Savings
 Renewal - \$ Increase Cost Savings
 Renewal - W/O Increase
 SFS Renewal - Prices In Original Contract
 SFS Renewal - Prices Not in Original Contract

EXTENSION PERIOD:
 Extension - 30-Day Termination
 Extension - \$ Increase Cost Savings
 Extension - W/O Increase
 Assignment
 Cancellation/Termination
 Other Amendment

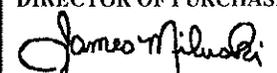
Performance Security Deposit: \$ _____
 Surety Bond: \$ _____
 Annual Wage Order Number: _____
 Annual Wage Order Date: _____
 County(ies): _____
 Other Instructions: _____

2.	Tasks	Route	Initial	Date
A.	Section 34.040.6, RSMo	Buyer/Section Support	NS	7/22
B.	DPMM Suspension List	Buyer/Section Support	NS	7/22
C.	Federal Suspension - SAM.GOV	Buyer/Section Support	NS	7/22
D.	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NS	7/22
E.	Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	N/A	-
F.	SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	N/A	-
3.	Prepare Contract Amendment	Buyer/Section Support	NS	7/22
4.	Review/Approve Contract Amendment (If Signature Required)	Buyer	NS	7/22
	Initial Date	Supervisor	Section Manager	Asst Director
		GT 7-22		
5.	E-Mail/Fax Contract Amendment (If Signature Required)	Buyer/Section Support	NS	7/23
	Contractor E-Mail Address/Fax Number	gebeling@peavey/corp.com		
	State Agency Contact E-Mail Address			
	Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
6.	Review Contract Amendment Response - Verifications			
A.	Renewal/Extension Pricing	Buyer/Section Support	NS	7/23
B.	Section 34.040.6, RSMo	Buyer/Section Support	NS	7/23
C.	Performance Security Deposit/Surety Bond	Buyer/Section Support	N/A	-
D.	Renewal/Extension with Cost Savings Language	Buyer	NS	7/23
E.	Statewide Notice	Buyer	N/A	-
F.	SFS Authorized Limit \$	Buyer	N/A	-
G.	Contract Assignment Only Verifications - Complete unless completed in Step 2 above			
	1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
	2. Assignment and Consent Form	Buyer/Section Support		
	3. DPMM Suspension List	Buyer/Section Support		
	4. Federal Suspension - SAM.GOV	Buyer/Section Support		
	5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
7.	Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	NS	7/26
8.	Review/Approve Contract Amendment Award Document	Buyer	NS	7/26
	Initial Date	Supervisor	Section Manager	Asst Director
		GT 8-9	D 8/9/13	
9.	Process Contract Amendment	Buyer/Section Support		
	AM 300 PMM 00061239	Buyer/Section Support		
	Distribute E-Verify & SDV Documents	Buyer/Section Support		
	E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support		
	Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
10.	Log Participation Commitment Information	Central Support-Participation		
11.	Image Contract Amendment Packet	Central Support-Imaging		



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 C111002001	CONTRACT TITLE Sample Collection Supplies
AMENDMENT NUMBER 002	CONTRACT PERIOD September 21, 2012 through September 20, 2013
REQUISITION NUMBER NR 931 YYY12709195	VENDOR NUMBER 4807769060 0
CONTRACTOR NAME AND ADDRESS Lynn Peavey Company 10749 W 84 th Terrace Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Department of Corrections/Probation and Parole Central Warehouse 2715 Plaza Drive – Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111002001 is hereby amended pursuant to the attached amendment #002, dated 05/22/12.	
BUYER Teri Schulte	BUYER CONTACT INFORMATION Email: teri.schulte@oa.mo.gov Phone: (573) 522-3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5-22-12
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.: C111002001
TITLE: Sample Collection Supplies
ISSUE DATE: 05/16/12

REQ NO.: NR 931 YYY12709195
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.Schulte@oa.mo.gov

TO: Lynn Peavey Company
10749 W 84th Terrace
Lenexa, KS 66214

RETURN AMENDMENT BY NO LATER THAN: 05/30/12 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:	Becky.Rademan@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/Probation and Parole
Central Warehouse
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Lynn Peavey Company	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Peavey Corporation
MAILING ADDRESS 10749 W 84 th Terrace	IRS FORM 1099 MAILING ADDRESS 10749 W 84 th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214	CITY, STATE, ZIP CODE Lenexa, KS 66214

CONTACT PERSON Greg Ebeling	EMAIL ADDRESS gebeling@pcaveycorp.com
PHONE NUMBER 800-255-6499 x6652	FAX NUMBER 913-495-6787
TAXPAYER ID NUMBER (TIN) 48-0776906	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN
VENDOR NUMBER (IF KNOWN) 4807769060 0	
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 5/22/12
PRINTED NAME J Greg Ebeling	TITLE Regional Sales Mgr.

AMENDMENT #002 TO CONTRACT C111002001

CONTRACT TITLE: SAMPLE COLLECTION SUPPLIES

CONTRACT PERIOD: SEPTEMBER 21, 2012 THROUGH SEPTEMBER 20, 2013

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. (4% 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 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.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02099</u></p> <p>Containers per Case: <u>1,000</u></p>	CS	\$110.00
002	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Polypropylene Cap Designed for 33 mm opening round container (as described in Item 001 herein) with single, pressure-sensitive liner 4,000/case Lynn Peavey #02101 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02100</u></p> <p>Caps per Case: <u>4,000</u></p>	CS	\$199.60
003	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Red Plain, no printing Must be transparent so user can easily read labels under tape ½" x 108"/roll; 2 rolls/box Lynn Peavey #05372 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>05372</u></p> <p>Roll Size: <u>½" x 108"</u> Rolls per Box: <u>2</u></p>	BOX	\$13.70
004	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Yellow Plain, no printing</p>	BOX	\$13.70

Must be transparent so user can easily read labels under tape
 1/2" x 108'/roll; 2 rolls/box
 Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05375

Roll Size: 1/2" x 108' Rolls per Box: 2

006	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Zippered 4 ml Polyethylene Bag Size: 9" x 12" 500/case Lynn Peavey #02099 or equivalent	CS	\$82.50
-----	--	----	---------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05124

Bags per Case: 500

007	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Split Sample DOT Urine Collection Kit Must include: <ul style="list-style-type: none"> • Collection cup with a temperature monitor • Two (2) 60 ml bottles with caps Packaged in a heat-sealed bag with an absorbent sheet and security bag; All in a second heat-sealed bag 100/case Lynn Peavey #10091 or equivalent	CS	\$106.00
-----	---	----	----------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 10091

Kits per Case: 100

008	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Toilet Bluing Tablets Must instantly turn blue. Must meet current federal government requirements. 100/bottle; 10 bottles/case Lynn Peavey #01657 or equivalent	CS	\$148.00
-----	---	----	----------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 01657
Tablets per Bottle: 100 Bottles per Case: 10

009 C/S Code: 10006 CS \$260.00
Containers, Plastic (All Purpose)
Absorbent Sheets
30 – 100 ml absorbency
Sheet Size: 2.5" x 4" up to 3" x 6"
5,000/case
Lynn Peavey #05535 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05535
Sheet Size: 3" x 6" Sheets per Case: 5,000

010 C/S Code: 10006 CS \$10.90
Containers, Plastic (All Purpose)
Temperature Stick-On Monitors
Must illuminate the temperature of a sample within seconds.
Temperature Range: 80° to at least 102° F
(exact temperature within one (1) degree must be indicated and
Must meet current SAMHSA specifications)
100 monitors/case
Lynn Peavey #49242 or equivalent

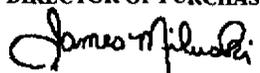
Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 49242
Monitors per Case: 100



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 C111002001	CONTRACT TITLE Sample Collection Supplies
AMENDMENT NUMBER 001	CONTRACT PERIOD September 21, 2011 through September 20, 2012
REQUISITION NUMBER NR 931 YYY11709218	VENDOR NUMBER 4807769060 0
CONTRACTOR NAME AND ADDRESS Lynn Peavey Company 10749 W 84 th Terrace Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Department of Corrections/Probation and Parole Central Warehouse 2715 Plaza Drive – Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111002001 is hereby amended pursuant to the attached amendment #001, dated 06/16/11.	
BUYER Teri Schulte	BUYER CONTACT INFORMATION Email: teri.schulte@oa.mo.gov Phone: (573) 522-3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6-20-11
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 001
CONTRACT NO.: C111002001
TITLE: Sample Collection Supplies
ISSUE DATE: 06/09/11

REQ NO.: NR 931 YYY11709218
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.Schulte@oa.mo.gov

TO: Lynn Peavey Company
10749 W 84th Terrace
Lenexa, KS 66214

RETURN AMENDMENT BY NO LATER THAN: 06/23/11 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:	Becky.Rademan@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/Probation and Parole
Central Warehouse
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Lynn Peavey Company
MAILING ADDRESS 10749 W 84 th Terrace
CITY, STATE, ZIP CODE Lenexa, KS 66214

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Peavey Corporation dba Lynn Peavey Company
IRS FORM 1099 MAILING ADDRESS 10749 W 84 th Terrace
CITY, STATE, ZIP CODE Lenex KS 66214

CONTACT PERSON J Greg Ebeling		EMAIL ADDRESS gebeling@peaveycorp.com	
PHONE NUMBER 913-495-6652		FAX NUMBER 913-495-6787	
TAXPAYER ID NUMBER (TIN) 48-0776906	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4807769060	
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 06/16/11	
PRINTED NAME J Greg Ebeling		TITLE Regional Sales Mgr	

AMENDMENT #001 TO CONTRACT C111002001

CONTRACT TITLE: Sample Collection Supplies

CONTRACT PERIOD: September 21, 2011 through September 20, 2012

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. (4% 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 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.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02099</u></p> <p>Containers per Case: <u>1,000</u></p>	CS	\$__110.00
002	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Polypropylene Cap Designed for 33 mm opening round container (as described in Item 001 herein) with single, pressure-sensitive liner 4,000/case Lynn Peavey #02101 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>02100</u></p> <p>Caps per Case: <u>4,000</u></p>	CS	\$__199.60__
003	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Red Plain, no printing Must be transparent so user can easily read labels under tape 1/2" x 108'/roll; 2 rolls/box Lynn Peavey #05372 or equivalent</p> <p>Bidder to state following:</p> <p>Brand: <u>Lynn Peavey Company</u> Stock No.: <u>05372</u></p> <p>Roll Size: <u>1/2" x 108'</u> Rolls per Box: <u>2</u></p>	BOX	\$__13.70
004	<p>C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Yellow Plain, no printing</p>	BOX	\$__13.70

Must be transparent so user can easily read labels under tape
 1/2" x 108'/roll; 2 rolls/box
 Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05375

Roll Size: 1/2" x 108' Rolls per Box: 2

006	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Zippered 4 ml Polyethylene Bag Size: 9" x 12" 500/case Lynn Peavey #02099 or equivalent	CS	\$ <u>82.50</u>
-----	--	----	-----------------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05124

Bags per Case: 500

007	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Split Sample DOT Urine Collection Kit Must include: <ul style="list-style-type: none"> • Collection cup with a temperature monitor • Two (2) 60 ml bottles with caps Packaged in a heat-sealed bag with an absorbent sheet and security bag; All in a second heat-sealed bag 100/case Lynn Peavey #10091 or equivalent	CS	\$ <u>106.00</u>
-----	---	----	------------------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 10091

Kits per Case: 100

008	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Toilet Bluing Tablets Must instantly turn blue. Must meet current federal government requirements. 100/bottle; 10 bottles/case Lynn Peavey #01657 or equivalent	CS	\$ <u>148.00</u>
-----	---	----	------------------

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 01657

Tablets per Bottle: 100

Bottles per Case: 10

009

C/S Code: 10006
Containers, Plastic (All Purpose)
Absorbent Sheets
 30 – 100 ml absorbency
 Sheet Size: 2.5" x 4" up to 3" x 6"
 5,000/case
 Lynn Peavey #05535 or equivalent

CS

\$ 260.00

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 05535

Sheet Size: 3" x 6"

Sheets per Case: 5,000

010

C/S Code: 10006
Containers, Plastic (All Purpose)
Temperature Stick-On Monitors
 Must illuminate the temperature of a sample within seconds.
 Temperature Range: 80° to at least 102° F
 (exact temperature within one (1) degree must be indicated and
 Must meet current SAMHSA specifications)
 100 monitors/case
 Lynn Peavey #49242 or equivalent

CS

\$ 10.90

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 49242

Monitors per Case: 100



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.

Schulte, Teri

From: Crocker, Judy
Sent: Friday, June 17, 2011 10:16 AM
To: Schulte, Teri
Subject: FW: C111002001 - Sample Collection Supplies (Lynn Peavey)

Please proceed with the renewal.
Thanks!
Judy

From: Howard, Robin S
Sent: Friday, June 17, 2011 9:36 AM
To: Crocker, Judy
Subject: RE: C111002001 - Sample Collection Supplies (Lynn Peavey)

Yes.

Robin (Howard) Williams

From: Crocker, Judy
Sent: Friday, June 17, 2011 9:13 AM
To: Howard, Robin S
Subject: FW: C111002001 - Sample Collection Supplies (Lynn Peavey)

Do you agree to the increase?
Thanks
Judy

From: Schulte, Teri
Sent: Thursday, June 16, 2011 3:27 PM
To: Crocker, Judy
Subject: C111002001 - Sample Collection Supplies (Lynn Peavey)

Hi Judy.

I have received the renewal document back from Lynn Peavey for the sample collection supplies (C111002001). They have not requested the full 4% increase, however, they have requested an increase. See pricing below.

Is DOC agreeable to the increase?

001	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent	CS	\$110.00
-----	--	----	----------

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 02099

Containers per Case: 1,000

002 C/S Code: 10006 CS \$199.60

Containers, Plastic (All Purpose)

Polypropylene Cap

Designed for 33 mm opening round container
(as described in Item 001 herein)
with single, pressure-sensitive liner
4,000/case
Lynn Peavey #02101 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 02100

Caps per Case: 4,000

003 C/S Code: 10006 BOX \$13.70

Containers, Plastic (All Purpose)

Security Tape, Red

Plain, no printing
Must be transparent so user can easily read labels under tape
 $\frac{1}{2}$ " x 108'/roll; 2 rolls/box
Lynn Peavey #05372 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05372

Roll Size: $\frac{1}{2}$ " x 108' Rolls per Box: 2

004 C/S Code: 10006 BOX \$13.70

Containers, Plastic (All Purpose)

Security Tape, Yellow

Plain, no printing
Must be transparent so user can easily read labels under tape
 $\frac{1}{2}$ " x 108'/roll; 2 rolls/box
Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company Stock No.: 05375

Roll Size: $\frac{1}{2}$ " x 108' Rolls per Box: 2

006 C/S Code: 10006 CS \$82.50

Containers, Plastic (All Purpose)

Zippered 4 ml Polyethylene Bag

Size: 9" x 12"

500/case

Lynn Peavey #02099 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 05124

Bags per Case: 500

007 C/S Code: 10006 CS \$106.00

Containers, Plastic (All Purpose)

Split Sample DOT Urine Collection Kit

Must include:

- Collection cup with a temperature monitor
- Two (2) 60 ml bottles with caps

Packaged in a heat-sealed bag with an absorbent sheet and security bag; All in a second heat-sealed bag

100/case

Lynn Peavey #10091 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 10091

Kits per Case: 100

008 C/S Code: 10006 CS \$148.00

Containers, Plastic (All Purpose)

Toilet Bluing Tablets

Must instantly turn blue.

Must meet current federal government requirements.

100/bottle; 10 bottles/case

Lynn Peavey #01657 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 01657

Tablets per Bottle: 100

Bottles per Case: 10

009 C/S Code: 10006 CS \$260.00

Containers, Plastic (All Purpose)

Absorbent Sheets

30 – 100 ml absorbency

Sheet Size: 2.5" x 4" up to 3" x 6"

5,000/case

Lynn Peavey #05535 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 05535

Sheet Size: 3" x 6"

Sheets per Case: 5,000

010

C/S Code: 10006

CS

\$10.90

Containers, Plastic (All Purpose)

Temperature Stick-On Monitors

Must illuminate the temperature of a sample within seconds.

Temperature Range: 80° to at least 102° F

(exact temperature within one (1) degree must be indicated and

Must meet current SAMHSA specifications)

100 monitors/case

Lynn Peavey #49242 or equivalent

Bidder to state following:

Brand: Lynn Peavey Company

Stock No.: 49242

Monitors per Case: 100

Teri Schulte

Buyer - Commodities Procurements

Division of Purchasing & Materials Management

(573)522-3296 phone

(573)526-9816 fax

teri.schulte@oa.mo.gov



LYNN PEAVEY COMPANY

Forensic Innovations for Law Enforcement

June 16, 2011

Reference C111002001 Amendment No: 001

State of Missouri
Attn: Teri Schulte
301 West High St, RM 630
Jefferson City, Mo 65101

Dear Teri,

Lynn Peavey Company is raising pricing on 4 items. These price increases are due to an increase in plastic resin. In most cases, we are forecasting a higher increase than allow under the contract but are willing to keep your cost down to a minimum.

Items which are affected will be the following: Lines 001, 002, 006 and 007.

Thank you,

J. Greg Ebeling
Regional Sales Mgr.
913-495-6652
Cell: 1-913-731-5055
gebeling@peaveycorp.com

A Division of The Peavey Corporation

10749 West 84th Terrace • Lenexa, Kansas 66214 • 913-888-0600 • Fax 913-495-6787 • www.lynnpeavey.com

c 111002001 A# 001

6/23/11

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

Action Performed	Route	Initials	Date
1. Initiate Preparation Instructions (If applicable)	Buyer		
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
1 st	renewal period of 4
\$4%	increase
\$ _____%	_____
\$ _____%	_____

2. Prepare Renewal Amendment Section Support Buyer TLS 6-9-11

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

Contractor's Email Address: gebeling@peaveycorp.com

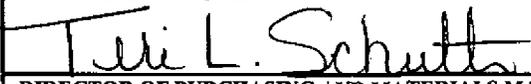
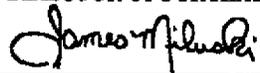
3. Approve <u>Renewal</u> Amendment	Buyer	<u>TLS</u>	<u>6-9-11</u>
	Purch Mgr.	<u>[Signature]</u>	<u>[Signature]</u>
	Section Mgr.	<u>[Signature]</u>	<u>[Signature]</u>
	Assist. Dir.	<u>[Signature]</u>	<u>[Signature]</u>
4. Reproduce and Mail Amendment if signature is required	<u>Section Support</u>	<u>BR</u>	<u>6/9/11</u>
5. Prepare Award of <u>Renewal</u> Amendment & Statewide Notice	Buyer	<u>TLS</u>	<u>6-20-11</u>
6. Type Acceptance Language & Statewide Notice	Section Support		
7. Approve, Sign Award & Statewide Notice	Buyer	<u>TLS</u>	<u>6-20-11</u>
	<u>Purch Mgr.</u>	<u>WR</u>	<u>6/20/11</u>
	Section Mgr.	<u>[Signature]</u>	<u>6-21-11</u>
	Assist. Dir.		
8. Process in SAM II AM _____	Section Support	<u>BR</u>	<u>6/22/11</u>
(8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information	Section Support	<u>[Signature]</u>	<u>_____</u>
9. Process (Copy and Distribute) <u>Renewal</u> Amendment	Section Support		
10. Image Document	Central Support	<u>TY</u>	<u>7-15</u>

Judy Cracker



NOTICE OF AWARD

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>

SOLICITATION NUMBER B1E11002	CONTRACT TITLE Sample Collection Supplies
CONTRACT NUMBER C111002001	CONTRACT PERIOD September 21, 2010 through September 20, 2011
REQUISITION NUMBER NR 931 YYY10709248	VENDOR NUMBER 4807769060 0
CONTRACTOR NAME AND ADDRESS Lynn Peavey Company 10749 W 84 th Terrace Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Department of Corrections/Probation and Parole Central Warehouse 2715 Plaza Drive – Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Lynn Peavey Company in response to B1E11002, including the e-mail from Greg Ebeling, dated 08/11/10, is accepted for line items 001 – 004 and 006 - 010.	
BUYER Teri Schulte	BUYER CONTACT INFORMATION Email: teri.schulte@oa.mo.gov Phone: (573) 522-3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8-17-10
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

**IFB NO.: B1E11002
TITLE: Sample Collection Supplies
ISSUE DATE: 07/20/10**

**REQ NO.: NR 931 YYY10709248
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov**

RETURN BID NO LATER THAN: 08/10/10 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.

<p>RETURN BID TO: (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: September 21, 2010 through September 20, 2011

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

**Department of Corrections/Probation and Parole
Central Warehouse
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109**

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 01/20/10). 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 Lynn Peavey Company	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The Peavey Corporation
MAILING ADDRESS 10749 W 84 th Terrace	IRS FORM 1099 MAILING ADDRESS P.O. Box 14100
CITY, STATE, ZIP CODE Lenexa, KS 66214	CITY, STATE, ZIP CODE Lenexa, KS 66285-4100

CONTACT PERSON Greg Ebelin	EMAIL ADDRESS gebeling@peaveycorp.com
PHONE NUMBER 800-255-6499 x6652	FAX NUMBER 913-495-6787

TAXPAYER ID NUMBER (TIN) 48-0776906	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 48077690600
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		

AUTHORIZED SIGNATURE 	DATE 8/2/10
PRINTED NAME J. Greg Ebeling	TITLE Regional Sales Mgr

Schulte, Teri

From: Greg Ebeling [gebeling@peaveycorp.com]
Sent: Wednesday, August 11, 2010 11:12 AM
To: Schulte, Teri
Subject: RE: B1E11002 - Sample Collection Supplies

Hello Teri,
Line 1 is same as specified, Lynn Peavey #02099. Item number was left off by accident.

Line 5 originally was a 6x6 bag with biohazard logo security bag, we no longer carry the 6x6 with biohazard, I sub a 6x6 recloseable non biohazard bag in the bid but if you need the biohazard symbol we will sub our 6x9 security bag with biohazard logo item #05964 at same price.

Greg

From: Schulte, Teri [mailto:Teri.Schulte@oa.mo.gov]
Sent: Wednesday, August 11, 2010 10:46 AM
To: Greg Ebeling
Subject: B1E11002 - Sample Collection Supplies

Hi Greg.

Thank you for your response to bid B1E11002 for sample collection supplies for the Missouri Department of Corrections, Probation and Parole.

I am in the process of reviewing the bids and I have a couple questions for you.

- Can you please verify the stock number for item 001, 60 ml Round Polyethylene Container?
- On line item 005, security bags with easy closure, stock number 05042 is quoted and states it is without the biohazard logo. Is this correct?

Please respond via e-mail as soon as possible so we can continue with our evaluation.

If you have questions, please feel free to contact me.

Thanks.

Teri Schulte
Buyer - Commodities Procurements
Division of Purchasing & Materials Management
(573)522-3296 phone
(573)526-9816 fax
teri.schulte@oa.mo.gov

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of sample collection supplies for the Department of Corrections, Board of Probation & Parole, hereinafter referred to as "state agency", in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the current contract (C106340001) and the previous procurement documentation (BIE06340) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oe.mo.gov/purch>.

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". 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 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 September 21, 2010 through September 20, 2011. 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 four (4) 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. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 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.

2.4.2 All prices shall include all packing, handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

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 Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. 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 Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

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 Federal Funds Requirement:

2.6.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;

- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.7.3 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.

2.8 Subcontractors:

- 2.8.1 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.

2.9 Estimated Quantities:

- 2.9.1 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.

2.10 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.

2.11 Termination:

2.11.1 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 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.

2.12 Participation by Other Organizations:

2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded bid.

2.12.2 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 and/or MBE/WBEs 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.

2.12.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. The Division of Purchasing and Materials Management in conjunction with the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the MBE/WBE 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.

2.12.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

a. The contractor must obtain the written approval of the Division of Purchasing 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.

2.12.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.htm> or another affidavit form providing the same information.

2.13 Contractor's Personnel:

2.13.1 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.

- 2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.14 Confidentiality and Security Documents:

- 2.14.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3. SPECIFIC CONTRACTUAL AND PERFORMANCE REQUIREMENTS

3.1 General:

- 3.1.1 The contractor shall provide sample collection supplies on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of sample collection supplies.

3.2 Substitutions:

- 3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management. Any product substitution must be of equal or better functionality and of equal or lower pricing.
- 3.2.2 The state reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

3.3 Replacement of Damaged Product:

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

3.4 Delivery Performance:

- 3.4.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped ***FOB Destination, Freight Prepaid and Allowed***. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

4. BIDDERS' INSTRUCTIONS

4.1 Contact:

- 4.1.1 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.

4.2 Business Compliance:

4.2.1 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) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the 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)

4.3 Electronic Bids:

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 Specifically the Premium registered bidder should submit the following with the electronic bid as an attachment: brand, model, warranty period, renewal pricing, domestic products status, and product information.

4.3.5 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.

4.4 Open Competition:

4.4.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

4.4.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.5 Description of Product:

4.5.1 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.

4.6 Preprinted Marketing Materials:

4.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.7 Bid Detail Requirements and Deviations:

4.7.1 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.

4.7.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.8 Unit of Measure:

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

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

4.9 Compliance with Terms and Conditions:

4.9.1 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.

4.10 Preference for Organizations for the Blind and Sheltered Workshops:

4.10.1 Pursuant to section 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 the following 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 services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) The bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete **Exhibit A, 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 B, 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 A**; 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 Alhpointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alhpointe.org>
- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on **Exhibit A, 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.

4.11 Missouri Service-Disabled Veteran Business Preference:

- 4.11.1 Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to section 34.074, RSMo, must review and complete **Exhibit C, Missouri Service-Disabled Veteran Business Preference** and provide the specified documentation in accordance with the instructions provided therein.

4.12 American Made:

- 4.12.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.12.2 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.
- 4.12.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.12.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.12.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return **Exhibit D**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

4.13 Debarment Certification:

- 4.13.1 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 E** with their bid. This document must be satisfactorily completed prior to award of the contract.

4.14 Samples:

- 4.14.1 Samples are necessary for evaluation. Bidders must submit one (1) sample of each item listed on the Pricing Page of the IFB (001 – 010). Samples shall be evaluated to ensure all mandatory specifications have been met.
- 4.14.2 The bidder should submit their samples with the bid or prior to the bid closing date to the address shown below, but if the sample is not sent with the bid, the bidder shall send the samples within five (5) working days of the request of the Buyer. The samples shall be submitted at the bidder's expense, including delivery charges. Failure to provide samples may negate the bid.

Division of Purchasing and Materials Management
Attn: Teri Schulte
301 West High Street, Room 630
Jefferson City, MO 65101

- 4.14.3 If the samples do not meet the mandatory specifications or are otherwise found unacceptable in the quality, and/or overall appearance, the bid shall be determined non-responsive.
- 4.14.4 If awarded a contract for the line items, the bidder hereby agrees that the products provided under contract shall be the same product submitted for sample evaluation for the duration of the contract.
- 4.14.5 The samples should be clearly tagged with the bid number, bidder's name, item number(s), brand and stock number.
- 4.14.6 Samples will not be returned to the bidder.

4.15 Prices:

4.15.1 The bidder shall submit firm fixed prices for all line items (001 – 010) on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period.

4.16 Cost Evaluation:

4.16.1 The evaluation shall cover the original contract period plus the renewal periods. Estimated quantities shall be taken into consideration to compute the total price for initial and renewal contract periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

4.17 Determination for Award:

4.17.1 The award shall be made to the lowest priced responsive bidder. 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.

PRICING PAGE

The products shall conform to the specifications contained herein. The bidder shall submit firm, fixed prices for ALL products specified. All prices quoted shall be considered firm for the duration of the contract period.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> 60 ml Round Polyethylene Container with 33 mm opening 1,000/case Lynn Peavey #02099 or equivalent Bidder to state following: Brand: <u>Lynn Peavey Company</u> Stock No.: _____ Lynn Peavey Com _____ Containers per Case: _____ 1000 _____	200	CS	<u>\$108.40</u>
002	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Polypropylene Cap Designed for 33 mm opening round container (as described in Item 001 herein) with single, pressure-sensitive liner 4,000/case Lynn Peavey #02101 or equivalent Bidder to state following: Brand: ___ Lynn Peavey Company _____ Stock No.: _____ 02100 _____ Caps per Case: _____ 4000 _____	50	CS	<u>\$192.00</u>
003	C/S Code: 10006 <i>Containers, Plastic (All Purpose)</i> Security Tape, Red Plain, no printing Must be transparent so user can easily read labels under tape ½" x 108'/roll; 2 rolls/box Lynn Peavey #05372 or equivalent Bidder to state following: Brand: _____ Lynn Peavey Company _____ Stock No.: _____ 05372 _____	600	BOX	<u>\$13.70</u>

Roll Size: _____ 1/2"x108' _____

Rolls per Box: _____ 2 _____

004 C/S Code: 10006 75 BOX \$13.70*Containers, Plastic (All Purpose)***Security Tape, Yellow**

Plain, no printing

Must be transparent so user can easily read labels under tape

1/2" x 108'/roll; 2 rolls/box

Lynn Peavey #05375 or equivalent

Bidder to state following:

Brand: _____ Lynn Peavey _____

Stock No.: _____ 05375 _____

Roll Size: _____ 1/2"x108' _____

Rolls per Box: _____ 2 _____

005 C/S Code: 10006 50 CS \$27.90*Containers, Plastic (All Purpose)***Security Bags with Easy Closure**

Leak resistance, yet secure

Bio-Hazard symbol imprinted on front of bag

Size: 6" x 6"; 1,000/case

Lynn Peavey #05052 or equivalent

Bidder to state following:

Brand: _____ Lynn Peavey Company _____

Stock No.: _____ 05042 without Biohazard logo _____

Bags per Case: _____ 1000 _____

006 C/S Code: 10006 10 CS \$79.40*Containers, Plastic (All Purpose)***Zippered 4 ml Polyethylene Bag**

Size: 9" x 12"

500/case

Lynn Peavey #02099 or equivalent

Bidder to state following:

Brand: _____ Lynn Peavey Company _____

Stock No.: _____ 05124 _____

Bags per Case: 500007 C/S Code: 10006 65 CS \$102.20*Containers, Plastic (All Purpose)***Split Sample DOT Urine Collection Kit**

Must include:

- Collection cup with a temperature monitor
- Two (2) 60 ml bottles with caps

Packaged in a heat-sealed bag with an absorbent sheet and security bag; All in a second heat-sealed bag

100/case

Lynn Peavey #10091 or equivalent

Bidder to state following:

Brand: Lynn Peavey CompanyStock No.: 10091Kits per Case: 100008 C/S Code: 10006 15 CS \$148.00*Containers, Plastic (All Purpose)***Toilet Bluing Tablets**

Must instantly turn blue.

Must meet current federal government requirements.

100/bottle; 10 bottles/case

Lynn Peavey #01657 or equivalent

Bidder to state following:

Brand: Lynn Peavey CompanyStock No.: 01657Tablets per Bottle: 100Bottles per Case: 10009 C/S Code: 10006 6 CS \$260.00*Containers, Plastic (All Purpose)***Absorbent Sheets**

30 - 100 ml absorbency

Sheet Size: 2.5" x 4" up to 3" x 6"

5,000/case

Lynn Peavey #05535 or equivalent

Bidder to state following:

Brand: Lynn Peavey CompanyStock No.: 05535

Sheet Size: _____ 3"x6" _____

Sheets per Case: _____ 5000 _____

010 C/S Code: 10006 50 CS \$10.90*Containers, Plastic (All Purpose)***Temperature Stick-On Monitors**

Must illuminate the temperature of a sample within seconds.

Temperature Range: 80° to at least 102° F

(exact temperature within one (1) degree must be indicated and

Must meet current SAMHSA specifications)

100 monitors/case

Lynn Peavey #49242 or equivalent

Bidder to state following:

Brand: _____ Lynn Peavey Company _____

Stock No.: _____ 49242 _____

Monitors per Case: _____ 100 _____

RENEWAL OPTIONS

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 four (4) 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 a DECREASE. Bidders submitting an electronic bid are strongly advised to submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the State of Missouri shall interpret the percentage as an INCREASE in the absence of bid clarification.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option year(s). If a percentage is not quoted (i.e., left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE. The percentage(s) indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Note: In the event the Division of Purchasing and Materials Management awards by line items, then the item numbers assigned to renewal options will not be referenced in the award text. However, the State of Missouri reserves the right to exercise applicable renewal options according to established clauses in the contract.

IMPORTANT BID PRICING INFORMATION: The bidder should be very careful to note that all increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. Therefore, each renewal period's quoted percentage shall be applied to the ORIGINAL bid pricing, and not to the contract pricing from the prior contract period (with the exception of the first renewal period).

011 C/S Code: 10006 1 PCNT 4%
Containers, Plastic (All Purpose)

1st Renewal Period

Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: x OR Minimum Decrease: _____

012 C/S Code: 10006 1 PCNT 4 %
Containers, Plastic (All Purpose)

2nd Renewal Period

Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: x OR Minimum Decrease: _____

013 C/S Code: 10006 1 PCNT 4 %
Containers, Plastic (All Purpose)

3rd Renewal Period

Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: x OR Minimum Decrease: _____

014 C/S Code: 10006 1 PCNT 4 %
Containers, Plastic (All Purpose)

4th Renewal Period

Renewal Option Percentage Price Adjustment

Bidder must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: x OR Minimum Decrease: _____

DELIVERY

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

WARRANTY

The bidder should state the warranty period which shall cover all products. The warranty shall commence upon delivery and acceptance of the supplies by the State of Missouri.

Warranty Period: 1 year

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder's organization held by state employee, General Assembly member or statewide elected official: _____ %

EXHIBIT A**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 B

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:

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT C
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

STATE OF MISSOURI -- OFFICE OF ADMINISTRATION **EXHIBIT D**
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (sections 34.350 to 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 section 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 to 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

D. Greg Ebeling
The Peavey Corporation dba Lynn Peavey Company

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 to 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 to 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 E

**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.

Greg Ebeling Regional Sales Mgr.
 Name and Title of Authorized Representative

J. Greg Ebeling 8/2/10
 Signature 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 debarment.

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. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobl.mo.gov> to obtain a copy 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 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.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

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 01-20-10

447
1000

Express

Sealed Bid
IFB NO. B1E11002 of

RCVD AUG 5 10 AM 3:48 PM-DPMM

SH JEFA

FedEx
PRINT # 8582 8899 3735
0215

THU - 05 AUG A4
2DAY ##
65101
MO-LS
STL

EXP# 728648 83AUG18 12DA



FedEx US Airbill
Express

From: This package can be removed for Recipient's records.
Date: 8/13/10 FedEx Tracking Number: 858288993735

Sender's Name: Greg Eckels Phone: 913 888-0600

Company: VAN REAVEY CO

Address: 10749 W BATH TER

City: EMERXA

State: KS ZIP: 66214-2612

2 Your Internal Billing Reference: B1E11002 open 8/10/10 2:00pm

3 To Recipient's Name: TELEFER # B1E11002 Phone: 751-1702

Company: DPMM

Recipient's Address: 301 West High Street Rm 630

City: Jefferson City

State: MO ZIP: 65101



0340686847

Recipients Copy

A Express Package Service

FedEx Priority Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day Freight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Freight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express Saver
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day Freight
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Priority Mail
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Priority Mail Express
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day Freight
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

B Packaging

FedEx Priority Mail
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Priority Mail Express
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day Freight
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx 2Day
Business days, Monday through Saturday. Delivery by 12:00 p.m. (next business day).

FedEx 1Day
Business days, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

FedEx Express
Business days, Monday through Saturday. Delivery by 3:00 p.m. (next business day).

FedEx Standard Overnight
Next business morning, Monday through Saturday. Delivery by 10:00 a.m. (next business day).

5191