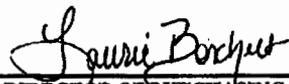
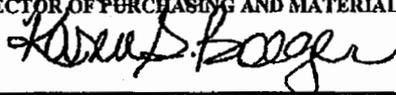




NOTICE OF CONTRACT RENEWAL

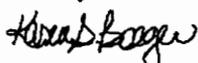
State of Missouri
Office of Administration
Division of Purchasing and Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C115133002	CONTRACT TITLE Books for AEL and GED Classrooms
AMENDMENT NUMBER 001	CONTRACT PERIOD March 24, 2016 through March 23, 2017
REQUISITION NUMBER NR 931 YYY16709084	VENDOR NUMBER 8417087610 1
CONTRACTOR NAME AND ADDRESS Superior Text 151 Airport Industrial Dr. Ypsilanti, MI 48198	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the above-referenced contract. All other terms, conditions and provisions of the contract, including the percentage discount, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION E-mail: laurie.borchelt@oa.mo.gov Phone: 573-751-1702 Fax: 573-526-9816
SIGNATURE OF BUYER 	DATE 12/16/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



NOTICE OF AWARD

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

SOLICITATION NUMBER B1E15133	CONTRACT TITLE Books for AEL and GED Classrooms
CONTRACT NUMBER C115133002	CONTRACT PERIOD March 24, 2015 through March 23, 2016
REQUISITION NUMBER NR 931 YYY15709035	VENDOR NUMBER 8417087610 1
CONTRACTOR NAME AND ADDRESS Superior Text 151 Airport Industrial Dr. Ypsilanti, MI 48198	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Superior Text in response to B1E15133, including the attached email from Mike Bartholomay dated 2/25/15, is accepted for line item 002.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751- 1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/18/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 001

IFB NO.: B1E15133

TITLE: BOOKS F/ ADULT EDUCATION LITERATURE (AEL)
& GENERAL EDUCATIONAL DEVELOPMENT (GED)
CLASSROOMS

ISSUE DATE: 12/05/14

REQ NO.: NR 931 YYY15709035

BUYER: LAURIE BORCHELT

PHONE NO.: (573) 751-1702

E-MAIL: laurie.borchelt@os.mo.gov

RETURN BID NO LATER THAN: 12/16/14 AT 2:00 PM CENTRAL TIME

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

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: MARCH 24, 2015 THROUGH MARCH 23, 2016

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

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Superior Text
MAILING ADDRESS 151 Airport Industrial Dr
CITY, STATE, ZIP CODE Ypsilanti, Mi 48198

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Mike Chinger
IRS FORM 1099 MAILING ADDRESS 151 Airport Industrial Dr
CITY, STATE, ZIP CODE Ypsilanti, Mi 48198

CONTACT PERSON Mike Bartholomay		EMAIL ADDRESS sales@superior-text.com
PHONE NUMBER 866-482-8762		FAX NUMBER 877-482-8843
TAXPAYER ID NUMBER (TIN) 84-1708761	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 84170876101
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE 		DATE 12/15/14
PRINTED NAME Luke Osborek		TITLE Controller

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

SUPERIOR TEXT LLC
151 AIRPORT INDUSTRIAL DR
YPSILANTI MI 48198

DATE ISSUED: MARCH 17, 2015

FEDERAL IDENTIFICATION NUMBER: 841708761

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.6, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "Dwayne Maples".

Dwayne Maples
Administrator, Business Tax

KO:DU0568

CBN045
201507600301072

Borchelt, Laurie

From: Mike Bartholomay [mbartholomay@superiortext.com]
Sent: Wednesday, February 25, 2015 11:03 AM
To: Borchelt, Laurie
Subject: Re: Secretary of State Business Compliance

Laurie,

The specific exemption that applies to our business, Superior Text LLC, in section 351.572.2:
(8) Transacting business in interstate commerce.

Let me know if you need anything else.

Thanks Laurie!

Respectfully,

Mike Bartholomay
Sales Manager
Superior Text
866-482-8762 x 105
mbartholomay@superiortext.com

On Wed, Feb 25, 2015 at 11:38 AM, Borchelt, Laurie <Laurie.Borchelt@oa.mo.gov> wrote:

Mike: Upon review of the Missouri Secretary of State's website, I was unable to find your business entity registered with the Secretary of State. If your business entity is registered, please send me the legal name in which your business entity is registered or the charter number assigned to your business entity.

If your business entity is not registered, you may go to the link provided below to register:

<http://sos.mo.gov/categories.asp?id=2>

If, however, you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in section 351.572, RSMo, (<http://www.moga.mo.gov/mostatutes/stathtml/35100006721.html?&me=351.572>) please indicate in your response the specific exemption that applies to your business entity.

Feel free to contact me if you have any questions. Thanks...Laurie

Laurie Borchelt

State of Missouri

Division of Purchasing and Materials Management

301 West High St., Room 630

Jefferson City, MO 65101

Phone: (573) 751-1702

Fax: (573) 526-9816

Email: laurie.borchelt@oa.mo.gov

AMENDMENT #001 TO IFB B1E15133

TITLE: BOOKS F/ADULT EDUCATION LITERATURE (AEL) & GENERAL EDUCATIONAL DEVELOPMENT (GED) CLASSROOMS

CONTRACT PERIOD: MARCH 24, 2015 THROUGH MARCH 23, 2016

BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

1. The following **PUBLISHER TITLES** in the **MARKET BASKET** section of the **PRICING PAGE** have been **REVISED**: *New Readers Press*

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

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of books for the Department of Corrections, Adult Education Literature (AEL) and General Educational Development (GED) classrooms at various correctional institutions throughout the State of Missouri, (hereinafter referred to as the state agency) in accordance with the requirements and provisions stated herein.
- 1.1.2 **Brands Specific:** The Department of Corrections requires that New Readers Press, Harcourt, Pearson Education, McGraw Contemporary, and Cambridge Educational Services books/materials be specifically purchased for the following reasons: these materials have been used in the state agency's core curriculum for the past eighteen (18) years. The books/materials are uniquely designed to effectively meet the educational needs of adult literacy students who are incarcerated. Additionally, the state agency's staff has been trained in the use of the New Readers Press, Harcourt, Pearson Education, McGraw Contemporary, and Cambridge Educational Services materials have experience in presenting the materials, and can monitor the student's academic gain because of teacher familiarity with these books/materials.

1.2 Awarded Bid & Contract Document Search:

- 1.2.1 Both the current contract (C112082001) and the previous procurement documentation (B1Z12082) may be viewed and printed from the Division of Purchasing & Materials Management's Awarded Bid & Contract Document Search located on the Internet at <http://content.oa.mo.gov/purchasing-materials-management>.

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 as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) 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, including discount percentages, shall remain the same and apply during renewal periods.

2.3 Contract Percentage Discounts:

2.3.1 All percentage discounts 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

- a. The firm, fixed discount percentage for each listed publisher shall apply to all of the publisher's titles within the contractor's current price list/catalog.
- b. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.
- c. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
- d. The contractor shall furnish current price lists/catalogs (with products clearly identified) to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the catalogs change and/or pricing is updated.
- e. Pricing shall be based on delivery to the state agency location. 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.
- f. The discount shall apply as quoted to all items in the contractor's current catalog or price list. The contractor shall not impose a discount "floor".
- g. The contractor shall understand and agree that each firm, fixed percentage discount shall remain the same throughout the duration of the contract.

2.4 Payment Terms:

2.4.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the 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.

2.4.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx> (SAM II) on the Vendor Services Portal at

2.5 Federal Funds Requirement:

- 2.5.1 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.

2.6 Contractor Liability:

- 2.6.1 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.
- 2.6.2 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 Subcontractors:

- 2.7.1 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.

2.8 Termination:

- 2.8.1 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.

2.9 Insurance:

- 2.9.1 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.10 Independent Contractor:

2.10.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.11 Estimated Quantities:

2.11.1 Quantities and book titles cannot be estimated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.12 Participation by Other Organizations:

2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop 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 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. 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 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 No later than 30 days after the effective date of the first renewal 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 available on the Division of Purchasing and Materials Management's website at <http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.13 Contractor's Personnel:

2.13.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

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.

3. PERFORMANCE REQUIREMENTS

3.1 Contractor's Agreement:

3.1.1 The contractor shall agree that Adult Education Literature (AEL) and General Educational Development (GED) classroom materials provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein.

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.

3.2.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

3.2.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.

3.2.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.

3.2.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

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 F.O.B. 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.
- 3.4.2 The contractor shall deliver to the potential delivery locations as shown below. The contractor shall coordinate with each of the different facilities regarding specific dates and times for delivery.

ALGOA CORRECTIONAL CENTER
8501 No More Victims Road
Jefferson City, MO 65101

BOONVILLE CORRECTIONAL CENTER
1216 East Morgan Street
Boonville, MO 65233

CHILLICOTHE CORRECTIONAL CNTR
3151 Litton Road
Chillicothe, MO 64601

CENTRAL MO CORRECTIONAL CENTER
(Closed – may reopen during contract period)

CREMER THERAPEUTIC CENTER
689 Highway O
Fulton, MO 65251

CROSSROADS CORRECTIONAL CENTER
1115 E. Pence Road
Cameron, MO 64429

EASTERN RECEPT. DIAG. & CORR CTR
2727 Hwy. K
Bonne Terre, MO 63628

FARMINGTON CORRECTIONAL CENTER
1012 W. Columbia
Farmington, MO 63640

FULTON RECEPT. & DIAG. CENTER
1393 Highway O, PO Box 190
Fulton, MO 65251

JEFFERSON CITY CORRECTIONAL CNTR
8416 No More Victims Road, Dock B
Jefferson City, MO 65101

MOBERLY CORRECTIONAL CENTER
5201 South Morley
Moberly, MO 65270

MO EASTERN CORRECTIONAL CENTER
18701 Old Hwy. 66
Pacific, MO 63069

MARYVILLE TREATMENT CENTER
30227 U.S. Highway 136
Maryville, MO 64468

NORTHEAST CORRECTIONAL CENTER
13698 Airport Road
Bowling Green, MO 63334

OZARK CORRECTIONAL CENTER
929 Honor Camp Lane
Fordland, MO 65652

POTOSI CORRECTIONAL CENTER
11593 State Highway O
Mineral Point, MO 63660

SOUTH CENTRAL CORRECTIONAL CTR
255 W. Hwy 32
Licking, MO 65542

SOUTHEASTERN CORRECTIONAL CNTR
300 E. Pedro Simmons Drive
Charleston, MO 63834

TIPTON CORRECTIONAL CENTER
619 N. Osage Avenue
Tipton, MO 65081

WOMEN'S EASTRN RECPT/DIAG CORR CTR
1101 E. Highway 54, PO Box 300
Vandalia, MO 63382

WESTERN MO CORRECTIONAL CTR
609 East Pence Road
Cameron, MO 64429

WESTERN RECPT. & DIAG. CORR CTR
3401 Faraon Street
St. Joseph, MO 64506

3.5 Reports Requirement:

- 3.5.1 At no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing and Materials Management at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the buyer's attention.

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 On-Line Bid:

- 4.3.1 If a registered bidder is responding electronically through the On-Line Bidding/Vendor Registration System website, in addition to completing the on-line pricing, the registered bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. Instructions on how a registered vendor responds to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- 4.3.2 The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the registered bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-Line Bidding/Vendor Registration System website. Be sure to include the bid number, company name, and a contact name on any electronic attachments.

- 4.3.3 In addition, the registered bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
- 4.3.4 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.
- 4.4 Catalog:**
- 4.4.1 The bidder should include a current price list/catalog with their bid response at no additional cost to the State of Missouri. If the bidder does not include a copy of the current price list/catalog with their bid, the bidder must provide a copy within five (5) business days after notification.
- a. The catalog and/or current price list may be used during the evaluation to verify the bidder's ability to provide the necessary scope of materials required by the State of Missouri to satisfy the intent of this IFB including the bidder's ability to supply the products identified herein.
- 4.5 Bid Detail Requirements and Deviations:**
- 4.5.1 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.
- 4.5.2 A descriptive brochure of the product bid may not be acceptable as clear identification of deviations from the written specification.
- 4.6 Description of Product:**
- 4.6.1 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.
- 4.7 Preprinted Marketing Materials:**
- 4.7.1 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.
- 4.7.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.8 Compliance with Terms and Conditions:**
- 4.8.1 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.

4.9 Manufacturer Documentation:

4.9.1 In order to assure availability of the book titles throughout the contract, if the bidder is not the publisher, the bidder must obtain documentation from the publisher indicating that the bidder is a regular distributor for the specified publisher, and the publisher thereby agrees to supply them with any of their current titles during the contract period and subsequent renewal periods. If the documentation is not provided with the bidder's response, the bidder must provide the documentation within five (5) business days after notification.

4.10 Prices:

4.10.1 The bidder may submit a bid for one, some, or all of the publisher's listed on the attached Pricing Page. The bidder must submit a firm, fixed percentage discount for each publisher the bidder chooses to bid. This firm, fixed discount shall apply to all titles within the publisher's line and as found in the contractor's price list/catalog. In addition, the bidder must submit pricing for all titles for the specific publisher bid as listed in the attached Market Basket Pricing section of the Pricing Page.

4.11 Cost Evaluation:

4.11.1 For purposes of the cost evaluation, the bidder must price all items in the Market Basket Pricing section of the Pricing Page. The evaluation shall be based on the bidder's after-discount prices as stated on the Market Basket Pricing. Each of the discounted prices will be added together to determine the lowest total. The evaluation shall cover the original contract period plus the renewal periods.

4.12 Determination for Award:

4.12.1 The award shall be made to the lowest priced responsive bidder by publisher. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.

4.12.2 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.

4.13 Preference for Organizations for the Blind and Sheltered Workshops:

4.13.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete **Exhibit 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 and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit B, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit A, Participation Commitment**, shall be interpreted as a contractual requirement.

4.13.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.13.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

Lowest Responsive Bidder's Price Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.14 Missouri Service-Disabled Veteran Business Preference:

- 4.14.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit C, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **Exhibit C** and the documentation specified on **Exhibit C** in accordance with the instructions provided therein, no preference points will be applied.
- 4.14.2 If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.
- 4.14.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u>	x	200 Maximum Cost	=	Awarded Cost
Compared Bidder's Price		Evaluation Points		Evaluation Points

4.15 Debarment Certification:

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

PRICING PAGE

The bidder shall conform to the specifications and requirements contained herein. The bidder may submit a bid for one, some, or all of the publisher's listed below. The bidder must submit a firm, fixed percentage discount for each publisher the bidder chooses to bid. This firm, fixed discount shall apply to all titles within the publisher's line and as found in the contractor's price list/catalog. All percentage discounts quoted shall be considered firm and fixed for the life of the contract.

<u>ITEM</u>	<u>BOOK PUBLISHER</u>	<u>UNIT</u>	<u>FIRM, FIXED PCNT DISC</u>
001	C/S Code: 71510 <i>Books, Magazines, Pamphlets, Reprints, Etc.</i> Publisher: New Readers Press	PCNT	No Bid %
002	C/S Code: 71510 <i>Books, Magazines, Pamphlets, Reprints, Etc.</i> Publisher: Harcourt	PCNT	0 %
003	C/S Code: 71510 <i>Books, Magazines, Pamphlets, Reprints, Etc.</i> Publisher: Pearson Education	PCNT	No Bid %
004	C/S Code: 71510 <i>Books, Magazines, Pamphlets, Reprints, Etc.</i> Publisher: McGraw/Contemporary	PCNT	No Bid %
005	C/S Code: 71510 <i>Books, Magazines, Pamphlets, Reprints, Etc.</i> Publisher: Cambridge Educational Services	PCNT	No Bid %

MARKET BASKET PRICING

The bidder must quote in the table(s) below, the after-discount pricing (list price less the applicable percentage discount for the publishers as listed above) for all titles listed for the specific publisher's bid. The Market Basket Pricing is a sampling price sheet for cost evaluation purposes only. Pricing stated in the Market Basket Pricing is current list pricing and will not be considered firm, fixed pricing. The percentage discounts, however, shall remain firm, fixed for the life of the contract.

NEW READERS PRESS SECTION REVISED BY AMENDMENT #001

NEW READERS PRESS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE (After Discount is Applied)</u>
2641	<i>Grammar, Spelling, and Writing Basics (10 pk)</i>	\$ No Bid
2684	<i>Score Boost for the HiSet: Measurement and Data Analysis (10 pk)</i>	\$ No Bid
2685	<i>Score Boost for the HiSet: Algebra & Geometry (10 pk)</i>	\$ No Bid
2642	<i>Pre-High School Equivalency Workbooks Developing and Organizing Written Responses (10 pk)</i>	\$ No Bid
2688	<i>Score Boost for the HiSet: Sentence Structure, Usage & Mechanics (10 pk)</i>	\$ No Bid
2640	<i>Pre-High School Equivalency Workbooks Reading Comprehension & Critical Thinking (10 pk)</i>	\$ No Bid
2684	<i>Score Boost for the HiSet: Critical Thinking for Reading, Science, & Social Studies (10 pk)</i>	\$ No Bid

2687	Score Boost for the HiSet: Graphic Skills for Science & Social Studies (10 pt)	\$ No Bid
2689	Score Boost for the HiSet: Essay Writing & Organizational Skills (10 pt)	\$ No Bid
	DELETED	

HARCOURT

ITEM	DESCRIPTION	PRICE (After Discount is Applied)
9781419019876	Vocabulary Connections A	\$ 11.64
9781419019906	Vocabulary Connections D	\$ 11.64
9781419008016	Building Strategies for GED Class	\$ 61.06
9780739828335	GED Science	\$ 11.16
9780739828359	GED Math	\$ 11.16
9780817268299	World Geography & You	\$ 19.90
9780739828373	GED Complete Preparation OUT OF PRINT	\$
9780811446686	Basic Essentials of Math Whole Nos.	\$ 13.13
9780811465120	Capitalization and Punctuation	\$ 26.88
9780811465137	Vocabulary, Usage and Spelling	\$ 26.88

PEARSON EDUCATION

ITEM	DESCRIPTION	PRICE (After Discount is Applied)
9780785435556	Pre Algebra	\$ 24.30
9780785435679	Algebra	\$ 20.80
9780785429166	Basic English Grammar	\$ 22.46
9780785430568	English To Use	\$ 18.70
9780785438595	US History	\$ 53.09
9780785424369	World Geography	\$ 26.60
9780785436133	Biology	\$ 43.00
9780785437703	Economics	\$ 45.90
9780785436355	Earth Science	\$ 44.60
9780835922401	Life Science Text	\$ 17.50

MCGRAW/CONTEMPORARY

ITEM	DESCRIPTION	PRICE (After Discount is Applied)
9780809223800	Number Power 1	\$ No Bid
9780809223770	Number Power 2	\$
9780809223886	Number Power 3	\$
9780809223794	Number Power Review	\$
9780809209330	Breakthrough in Critical Reading	\$
9780809232987	Breakthrough in Writing/Language	\$
9780809238293	Foundations in Writing	\$
9780809208357	Word Power Introductory	\$
9780072871043	Number Sense Whole Nos. Add and Subtract	\$
9780809207244	Reading Basics Intermediate 1 Workbook	\$

CAMBRIDGE EDUCATIONAL SERVICES

ITEM	DESCRIPTION	PRICE (After Discount is Applied)
BS01-5-1801	Non-Negotiable Skills Level 1	\$ No Bid
BS01-5-1866	Non-Negotiable Skills Level 2	\$
BS01-5-2037	Non-Negotiable Skills Level 3	\$
GE01-7-2060	Victory for the GED, HiSET, TASC Tests	\$
GE02-7-2061	Victory for the GED, HiSET, TASC Tests Teacher Ed	\$

Delivery:

The desired delivery is thirty (30) 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.

Employee Bidding/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

_____ N/A _____

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

_____ %

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 By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1. <div style="text-align: center; font-size: 1.5em;">N/A</div>	Product/Service(s) proposed: <hr/> IFB Paragraph References:
2. <div style="text-align: center; font-size: 1.5em;">N/A</div>	Product/Service(s) proposed: <hr/> IFB Paragraph References:

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, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

N/A

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 _____ Sheltered
for the Blind Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

*Date (Dated no
earlier than the IFB
issuance date)*

EXHIBIT C**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the DPMM, the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

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

EXHIBIT C (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

N/A
Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oe.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

EXHIBIT D

**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.

Superior Text
Company Name

DUNS #

Luke Oskvarek
Authorized Representative's Printed Name

Controller
Authorized Representative's Title

[Signature]
Authorized Representative's Signature

12/15/14
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 voluntary 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 employ 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 e-mail, fax, or phone 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. Registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a 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.moolb.mo.gov> to obtain a copy of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued 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. The bidder should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges 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 Employee 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. 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. 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 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 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 document on company letterhead transmitted via mail, e-mail, 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 or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB 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.
- g. 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. All vendors 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, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 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 all vendors 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by 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. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

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. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 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 12-27-12

END OF DOCUMENT

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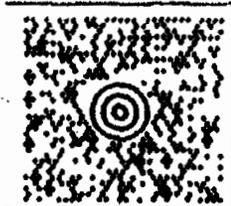
- The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit ups.com/importexport to verify if your shipment is classified as a document.

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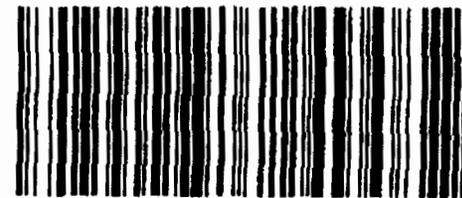
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