



NOTICE OF CONTRACT RENEWAL

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

B1E15262

CONTRACT NUMBER C115262001	CONTRACT TITLE Wood Fuel
AMENDMENT NUMBER 001	CONTRACT PERIOD August 15, 2016 through August 14, 2017
REQUISITION NUMBER NR 931 YYY16709176	SAM II VENDOR NUMBER / MissouriBUYS SYSTEM ID 4315945510 0 / MB00090841
CONTRACTOR NAME AND ADDRESS Foster Brothers Wood Products, Inc. P.O. Box 249 Auxvasse, MO 65231	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Department of Corrections South Central Correctional Center Southeast Correctional Center 255 W. Highway 32 300 E. Pedro Simmons Dr. Licking, MO 65542 Charleston, MO 63834
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C115262001 is hereby renewed pursuant to the attached amendment 001 dated 4/7/16 and is accepted as the 2 nd choice contractor for South Central Correctional Center and 1 st choice contractor for Southeast Correctional Center.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/14/16
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: C115262001
TITLE: WOOD FUEL
ISSUE DATE: 04/07/16

REQ NO.: NR 931 YYY16709176
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

TO: FOSTER BROTHERS WOOD PRODUCTS
P.O. BOX 249
AUXVASSE, MO 65231

RETURN AMENDMENT BY NO LATER THAN: 04/29/16 AT 5:00 PM CENTRAL TIME

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

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

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

Missouri Department of Corrections
South Central Correctional Center, Licking, Missouri and
Southeast Correctional Center, Charleston, Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME FOSTER Brothers Wood Products, Inc
MAILING ADDRESS P.O. Box 249
CITY, STATE, ZIP CODE AUXVASSE, MO. 65231

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. FOSTER Brothers Wood Products, Inc.
IRS FORM 1099 MAILING ADDRESS P.O. Box 249
CITY, STATE, ZIP CODE AUXVASSE, MO. 65231

CONTACT PERSON JAY FOSTER		EMAIL ADDRESS JAY@fosterbras.com	
PHONE NUMBER 573-386-2271		FAX NUMBER 573-386-2676	
TAXPAYER ID NUMBER (TIN) 431594551	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 43159455100	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE 4-7-16	
PRINTED NAME JAY FOSTER		TITLE PRESIDENT	

AMENDMENT #001 TO CONTRACT C115262001

CONTRACT TITLE: WOOD FUEL

CONTRACT PERIOD: AUGUST 15, 2016 THROUGH AUGUST 14, 2017

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

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (8% Increase). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

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

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

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

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel South Central Correctional Center, Licking, Missouri	TON	\$ <u>36</u> ⁸⁵
002	C/S Code: 03126 <i>Fuel, Wood, Supplies and Services</i> Wood Fuel Southeast Correctional Center, Charleston, Missouri	TON	\$ <u>46</u> ⁸⁵

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

003	C/S Code: 40400 <i>Fuel, Wood, Supplies and Services</i> Diesel Fuel Cost Adjustment	TON	\$ 0.12
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Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

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

Karen S. Boeger
Director

MEMORANDUM

TO: Contracts C115262001 and C115262002

DATE: July 14, 2016

FROM: Laurie Borchelt *wb*

RE: Contract Reassignment – Wood Fuel

In accordance with the wood fuel contract, the State awarded multiple contracts (i.e. more than one award) on a primary (low bidder) and secondary (second low bidder) basis to all bidders submitting acceptable responses. As a result, the wood fuel contracts were awarded to two (2) contractors as 1st choice contractor and 2nd choice contractor and as applicable to the facilities.

The Department of Corrections has requested the renewal of the above-referenced contracts. The order ranking (lowest priced contractor and highest priced contractor) resulting from the renewal pricing submitted has changed. Pricing is as follows: .

SCCC – Licking (Item 1):

	<u>ORIGINAL CONTRACT PERIOD</u>	<u>PRICE</u>	<u>RENEWAL PERIOD</u>	<u>PRICE</u>
1 st Choice Contractor	Foster Brothers	\$34.85	ReVelle	\$35.50
2 nd Choice Contractor	ReVelle Lumber	\$37.50	Foster Brothers	\$36.85

SECC-Charleston (Item 2):

	<u>ORIGINAL CONTRACT PERIOD</u>	<u>PRICE</u>	<u>RENEWAL PERIOD</u>	<u>PRICE</u>
1 st Choice Contractor	ReVell Lumber	\$47.50	Foster Brothers	\$46.85
2 nd Choice Contractor	Foster Brothers	\$55.85	ReVelle Lumber	\$49.88

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

Revised 08/17/15

RENEWAL: 1st PERIOD OF 2 TOTAL

0% Renewal - % Increase _____ Cost Savings
 _____ Renewal - \$ Increase _____ Cost Savings
 _____ Renewal - W/O Increase
 _____ SFS Renewal - Prices In Original Contract
 _____ SFS Renewal - Prices Not in Original Contract

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

EXTENSION PERIOD:

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

Other Instructions: _____

A. Section 34.040.6, RSMo	Buyer/Section Support	WS	4/7/16
B. Purchasing Suspension List	Buyer/Section Support	WS	4/7/16
C. Federal Suspension - SAM.GOV	Buyer/Section Support	WS	4/7/16
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	WS	4/7/16
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
	Buyer/Section Support	WS	4/7/16
	Buyer		
		X	X
		X	X

Contractor E-Mail Address/Fax Number: jay@foster bros. com
 State Agency Contact E-Mail Address: gary.stall@dwc.mo.gov; beth.lambert@dwc.mo.gov
 Section 34.040.6, RSMo, Letter: _____
 Follow-Up Notes: _____

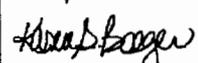
A. Renewal/Extension Pricing	Buyer/Section Support	WS	4/10/16
B. Section 34.040.6, RSMo	Buyer/Section Support	WS	4/10/16
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
	Buyer/Section Support		
	Buyer		

		X	X
		X	X
	Buyer/Section Support	WS	7-14
AM 300 PMM <u>00072474 m2</u>	Buyer/Section Support	WS	7-14
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	X	7-14
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
	Central Support-Participation		
	Central Support-Imaging		7-23



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 B1E15262	CONTRACT TITLE Wood Fuel
CONTRACT NUMBER C115262001	CONTRACT PERIOD August 15, 2015 through August 14, 2016
REQUISITION NUMBER NR 931 YYY15709119	VENDOR NUMBER 4315945510 0
CONTRACTOR NAME AND ADDRESS Foster Brothers Wood Products, Inc. P.O. Box 249 Auxvasse, MO 65231	STATE AGENCY'S NAME AND ADDRESS Department of Corrections South Central Correctional Center 255 W. Highway 32 Licking, MO 65542 Department of Corrections Southeast Correctional Center 300 E. Pedro Simmons Dr. Charleston, MO 63834
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Foster Brothers Wood Products in response to B1E15262 is accepted as the 1 st choice (primary) contractor for South Central Correctional Center (line item 001) in Licking, Missouri, the 2 nd choice (secondary) contractor for Southeast Correctional Center (line item 002) in Charleston, Missouri, and Diesel Fuel Cost Adjustment (line item 003).	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6/5/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

**IFB NO.: B1E15262
TITLE: WOOD FUEL
ISSUE DATE: 05/06/15**

**REQ NO.: NR 931 YYY15709119
BUYER: Laurie Borchelt
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov**

RETURN BID NO LATER THAN: 05/26/15 AT 2:00 PM CENTRAL TIME

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

<p>(U.S. Mail) RETURN BID TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: AUGUST 15, 2015 THROUGH AUGUST 14, 2016

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

**Department of Corrections
South Central Correctional Center
255 W. Highway 32
Licking, MO 65342**

**Department of Corrections
Southeast Correctional Center
300 E. Pedro Simmons Dr.
Charleston, MO 63834**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Foster Brothers Wood Products, Inc.
MAILING ADDRESS P.O. Box 249
CITY, STATE, ZIP CODE Auxvasse, MO 65231

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Foster Brothers Wood Products, Inc.
IRS FORM 1099 MAILING ADDRESS P.O. Box 249
CITY, STATE, ZIP CODE Auxvasse, MO 65231

CONTACT PERSON Jay Foster		EMAIL ADDRESS Jay@fosterbros.com	
PHONE NUMBER 573-386-2271		FAX NUMBER 573-386-2676	
TAXPAYER ID NUMBER (TIN) 43-1594551	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 43159455100	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE May 8, 2015	
PRINTED NAME Jay Foster		TITLE President	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

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

1.2 Awarded Bid & Contract Document Search:

- 1.2.1 Both the current contracts (C108326002, C108326003, and C108326005) and the previous procurement documentation (B1E08326) 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.oe.mo.gov/purchasing-materials-management>.

1.3 Background:

- 1.3.1 The wood to be provided by the contractor will be used to provide energy to the boilers at South Central and Southeast Correctional Centers. The State of Missouri is requesting firm, fixed, long-term pricing for delivered waste wood to be used as fuel at both sites. The viability of this project is dependent on finding reliable, consistent, and economic sources of wood fuel meeting certain specifications for quality. The State desires to enter into contracts for the purposes of supplying waste wood for fuel with one or more suppliers with access to, and facilities for, the collection, processing, and delivery of waste wood.

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 shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Periods:

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

2.4 Termination:

- 2.4.1 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.

2.5 Price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.2 The contractor shall be compensated for diesel fuel costs incurred in the delivery of the wood fuel. The contractor's per ton cost stated in line items 001 and 002 on the Pricing Page must include fuel charges assuming a \$2.70/gallon price for No. 2 diesel fuel. Adjustments to the per ton prices that are prompted by changes in diesel fuel costs are allowed and shall be determined by either adding or deducting an adjusted version of the price quoted in line item 003 to the quoted per ton price quoted in line items 001 and 002. The amount of the adjustment shall be determined by comparing the published monthly average price for Number Two diesel found in the Energy Information Administration (EIA), Midwest (PADD 2) Gasoline and Diesel Retail Price monthly average index price (stated in cents per gallon) for No. 2 Diesel Retail Sales. The state will use the EIA publication for the month that is two months prior to the wood delivery. For example, the diesel pricing for considering the adjustment for delivery in June 2015 shall be based on the April 2015 On-Highway Diesel Fuel Price as reported in the EIA. The EIA published monthly average shall be compared to the built-in \$2.70 per gallon fuel costs for No. 2 diesel. This base price of \$2.70 shall be firm and fixed and shall be used to determine allowable price adjustments to the per ton price for the duration of the contract. Adjustments shall be calculated on \$.05 increments above/below the \$2.70/gallon base-price, times the quoted adjustment in line item 003. Examples: If the adjustment quoted for line item 003 is .04¢, and the EIA PAD 2 index is \$2.80 per gallon for diesel during the billing period, the adjusted price per ton would be to add .08¢ per ton to the delivered wood price. If .07¢ is quoted for line item 003, and the EIA PAD 2 index is \$2.55 per gallon for diesel during the billing period, the adjusted price per ton would be to deduct .21¢ per ton from the delivered wood price.

2.6 Payment Terms:

- 2.6.1 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.
- 2.6.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.6.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.7 Estimated Quantities:

- 2.7.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.7.2 South Central Correctional Center in Licking, Missouri estimates a need of approximately 4,400 tons of suitable wood fuel (moisture content of less than 45%) per year. This translates to approximately six (6) delivery trucks per week in winter months and three (3) delivery trucks per week in summer months, assuming trucks haul 22-24 tons of wood fuel in each delivery.
- 2.7.3 Southeast Correctional Center in Charleston, Missouri estimates a need of approximately 5,100 tons of suitable wood fuel (moisture content of less than 45%) per year. This translates to approximately seven (7) delivery trucks per week in winter months and four (4) delivery trucks per week in summer months, assuming trucks haul 22-24 tons of wood fuel in each delivery.

2.8 Multiple Contract Awards:

- 2.8.1 In the event multiple contracts are awarded, the state agency shall contact the primary contractor first to fulfill the order. If the primary contractor is unable to provide the required wood fuel tonnage in full, the state agency shall contact the secondary contractor to complete the requested order. If the secondary contractor is unable to fulfill the remainder of the order, the state agency shall contact the tertiary contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.
- 2.8.2 The contractor shall make every effort to meet the ordering needs of the state agency. The state agency shall document each instance regarding the contractor's inability to provide the required wood fuel products. If the contractor continually or consistently is unable to provide the required products as a result of documented changing market conditions, the Division of Purchasing and Materials Management may elect to change the contractor's award status via contract amendment or cancel the contract in its entirety without penalty.

2.9 Contractor Liability:

- 2.9.1 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.
- 2.9.2 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.

2.10 Insurance:

- 2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. 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.
- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.11 Force Majeure:

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

2.12 Prison Rape Elimination Act (PREA) Requirements:

- 2.12.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 21 years of age.
- 2.12.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.12.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

- 2.12.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.12.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.13 Commercial Drivers License:**
- 2.13.1 The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.14 Independent Contractor:**
- 2.14.1 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.
- 2.15 Subcontractors:**
- 2.15.1 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.

2.16 Participation by Other Organizations:

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

2.16.2 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.

2.16.3 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.

2.16.4 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.

2.16.5 No later than thirty (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.

2.17 Contractor's Personnel:

2.17.1 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.

2.17.2 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.

2.17.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3. TECHNICAL SPECIFICATIONS:

3.1 Wood Source:

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

3.2 Size:

3.2.1 The size of the wood pieces shall be 100% 2-inch minus. Wood pieces less than 1/4" shall be limited to 25%. Sawdust blended in with other wood chips is acceptable provided it does not exceed the 25% in the blend. Sticks and long stringy fibers shall not be accepted.

3.3 Moisture Content:

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

4. PERFORMANCE REQUIREMENTS:

4.1 Inspection/Testing:

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

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

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

4.2 Sampling Procedures:

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

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

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

4.3 Deliveries:

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

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

4.3.3 The contractor must provide a certified scale ticket of the delivery vehicles empty truck weight with full fuel tanks weighed utilizing a state-certified scale. The contractor must provide a certified scale ticket with each load of wood fuel delivered. Records of the amount of wood fuel delivered will be kept at each facility.

4.3.4 Delivery shall include the unloading of wood waste materials at the state facility as directed by designated facility representative.

4.4 Transportation:

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

4.5 Security Clearance:

4.5.1 All contractor personnel, including any subcontractor personnel, will need to undergo a Missouri Uniform Law Enforcement System (MULES) background check prior to entering the facility. Full names, social security numbers and the date of birth for all personnel will be required. Additionally, all personnel will be required to obtain security clearance before entering the facility for observation.

4.6 Invoicing and Payment:

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

Missouri Department of Corrections
General Revenue
P.O. Box 236
Jefferson City, MO 65102

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

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

4.6.3 The contractor shall be compensated for additional diesel fuel costs incurred in the delivery of the wood fuel products. Diesel fuel costs shall be determined as indicated in paragraph 2.5.2. Diesel fuel costs shall be based on the Energy Information Administration (EIA), Midwest (PADD 2) Gasoline and Diesel Retail Price

monthly average index price (stated in cents per gallon) for No. 2 Diesel Retail Sales. (Reference <http://www.cia.doe.gov> Diesel (On-Highway) Fuel Prices).

- 4.6.4 Diesel fuel shall be based on a \$2.70 per gallon cost of No. 2 diesel fuel. Adjustments for diesel fuel costs, either added to or deducted from the stated cost per ton of wood fuel shall be based on the most recent published EIA PADD 2 report average for No. 2 diesel fuel. All diesel fuel costs for the current invoicing period shall be determined based on diesel fuel prices reported in the EIA for the month that is two months prior to the fuel price adjustment. For example, the charges for June 2015 shall be based on the April 2015 On-Highway Diesel Fuel Price as reported in the EIA.
- 4.6.5 The state's total cost for delivered wood fuel for the month shall be the stated per ton cost times the tonnage delivered for the billing period along with the added or deducted diesel fuel charges as indicated in paragraph 4.6.4 above.
- 4.7 Substitutions:**
- 4.7.1 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.
- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 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.
- 4.8 Replacement of Damaged Product:**
- 4.8.1 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.
- 5. BIDDERS' INSTRUCTIONS**
- 5.1 Contact:**
- 5.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the buyer identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 5.2 Business Compliance:**
- 5.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s)

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) <http://sos.mo.gov/business/startBusiness.asp>
- 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)

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

5.3 On-Line Bid:

5.3.1 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 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>.

5.3.2 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.

5.3.3 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.

5.3.4 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.

5.4 Description of Product:

5.4.1 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 specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

5.5 Bid Detail Requirements and Deviations:

5.5.1 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.

5.6 Site Inspection:

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

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

5.7 Compliance with Terms and Conditions:

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

5.8 Bidder's Experience and Support:

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

5.9 Price:

- 5.9.1 The bidder may submit a bid for one or both correctional facilities. The bidder must state the firm, fixed per ton price for waste wood fuel on the Pricing Page of the IFB. The price stated must include all transportation hauling/shipping charges FOB destination, freight prepaid and allowed. All pricing shall be considered firm for the duration of the contract period.
- 5.9.2 The Energy Information Administration (EIA), PADD 2 Midwest Gasoline and Diesel Retail Price index (stated in cents per gallon) for No. 2 Diesel Retail Sales shall be utilized for determining monthly fuel costs. The base price for diesel fuel shall be based on \$2.70 per gallon fuel costs. This base price shall be firm and fixed for the duration of the contract. Diesel costs will be adjusted from the established base price of \$2.70 per gallon. The monthly average published in the EIA which will be determined by the EIA monthly publication 2-months prior to delivery will be used to compare against the \$2.70 per gallon base price. This comparison will determine the amount of adjustment that can be allowed based on the price stated by the bidder in line item 003. For every .05¢ deviation in the most recently published monthly average EIA PADD 2 index against the established \$2.70 base price, the stated cost per ton for wood will be adjusted (added or deducted) by the bidders stated price adjustment (cents per ton) on the Pricing Page. Therefore, the bidder must state, if applicable, a cost per ton adjustment for diesel fuel costs on the Pricing Page in line item 003. The price shall be stated in cents (¢) and will be added or deducted to the cost per ton stated in line items 001 and 002. The bidder's stated price per ton adjustment for diesel fuel costs shall remain the same for the life of the contract.

5.10 Evaluation and Award:

- 5.10.1 The evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements.
- 5.10.2 Separate evaluations shall be conducted by facility and awards made accordingly. The State of Missouri reserves the right to make multiple contract awards (i.e., more than one award) on a primary (low bidder), secondary (second low bidder), tertiary (third low bidder) basis, and so on, to all bidders submitting acceptable responses as a result of this IFB. In the event multiple contracts are awarded for a particular facility, selection shall be based upon availability of acceptable resources necessary to meet the facilities needs beginning with the primary contractor.
- 5.10.3 The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within

the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

5.11 Domestic Product Procurement Act:

- 5.11.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.11.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- 5.11.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 5.11.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.11.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit B, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 5.11.6 If the lowest priced bidder qualifies as American-made or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 5.11.7 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details with the bid.

5.12 Preference for Organizations for the Blind and Sheltered Workshops:

- 5.12.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

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

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

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

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

<http://www.lhbindustries.com>
<http://www.alphapointe.org>

d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit C, Participation Commitment, shall be interpreted as a contractual requirement.

5.12.2 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.

5.12.3 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> Compared Bidder’s Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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5.13 Missouri Service-Disabled Veteran Business Preference:

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

- 5.13.2 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.
- 5.13.3 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:

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

Wood fuel products shall conform to the specifications contained herein. The bidder may submit a bid for one or both correctional facilities. The bidder must state below the firm, fixed per ton price for waste wood fuel to be delivered to the specific correctional facility listed below. All pricing shall be considered firm for the duration of the contract period. Transportation hauling/shipping charges shall be built-in and shall be based on a base-price of \$2.70 per gallon for diesel fuel.

<u>LINE ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	C/S Code: 40400 Fuel, Wood, Supplies and Services Wood Fuel South Central Correctional Center in Licking, Missouri	1	TON	\$ <u>34.85</u>
002	C/S Code: 40400 Fuel, Wood, Supplies and Services Wood Fuel Southeast Correctional Center in Charleston, Missouri	1	TON	\$ <u>55.85</u>

In determining diesel fuel costs, the bidder must state below the added or deducted cost per ton for delivered wood to be applied for every .05¢ increment above or below the established base price of \$2.70 per gallon for diesel fuel as listed in the published monthly average EIA PADD 2 Midwest Gasoline and Diesel Retail Price index. The price per ton stated below will be reflected in the bid price per ton quoted above for delivered wood for the billing period. The price shall be stated in cents (¢) and will be added or deducted to the cost per ton.

Examples: If the bidder states .04¢ in line item 003 below, and the PAD 2 index is \$2.80 per gallon for diesel during the billing period, the adjusted price per ton would be to add .08¢ per ton to the delivered wood price (line items 001 and 002). If the bidder states .07¢ in line item 003 below, and the PAD 2 index is \$2.55 per gallon for diesel during the billing period, the adjusted price per ton would be to deduct .21¢ per ton from the delivered wood price (line items 001 and 002).

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

<u>LINE ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
003	C/S Code: 40400 Fuel, Wood, Supplies and Services Diesel Fuel Cost Adjustment (State in cents [¢])	1	TON	<u>-.12 ¢</u>

Renewal Options (Line Items 001 and 002):

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder may indicate either a renewal price increase stated as a maximum percentage of increase, applicable to all line items, or a price decrease, stated as a guaranteed minimum percentage of decrease applicable to all line items. The bidder should not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid are strongly advised to submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the State of Missouri shall interpret the percentage as an INCREASE in the absence of bid clarification.

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

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

004 C/S Code: 40400 1 PCNT 8 %
Fuel, Wood, Supplies and Services
(applied to the ORIGINAL bid price)
1st Renewal Period
Renewal Option Percentage Price Adjustment
Bidder must identify below by checking appropriately as an INCREASE OR DECREASE
Maximum Increase: X OR Minimum Decrease: _____

005 C/S Code: 40400 1 PCNT 14 %
Fuel, Wood, Supplies and Services
(applied to the ORIGINAL bid price)
2nd Renewal Period
Renewal Option Percentage Price Adjustment
Bidder must identify below by checking appropriately as an INCREASE OR DECREASE
Maximum Increase: X OR Minimum Decrease: _____

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: _____
N/A

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: _____ %
N/A

EXHIBIT A**EXPERIENCE AND SUPPORT**

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

1. The bidder should indicate the length of time the bidder has been in the business of providing wood products.
39 years
2. The bidder should specify the type of waste wood you propose to supply; i.e., forest, land clearing, sawmill; tree trimming; construction/demolition; pallets, crates, packing waste. Indicate hardwood or softwood as applicable. The bidder should also describe the exact nature of waste wood you propose to supply.
Sawmill chips from hardwood slabs
3. The bidder should indicate whether the waste wood supply will meet all boiler ready specifications.
Yes, wood chips are #1 choice for wood fired boilers
4. The bidder should identify the closest certified scales (or the certified scale to be used) for all loads.
MFA-Salem, MO
MFC-Scott City, MO
5. The bidder should describe the type of delivery trucks and trailers used for transporting waste wood.
Tractor trailers with live floors
6. The bidder should indicate unloading procedures.
Wood chips are pushed out back of trailers with walking floors
7. The bidder should explain their ability to accommodate "emergency" deliveries that may be requested by the facility and any additional costs associated with fulfilling such requests.
Foster Brothers Wood Products, Inc. operates (25) tractor trailers
and all we haul is wood by-products
8. The delivery shall be made within six (6) hours of notification by the designated facility representative. If bidder's delivery is sooner, the bidder should state delivery in hours after notification: N/A hours.

EXHIBIT A, cont'dBIDDER'S REFERENCES

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

Bidder/Subcontractor Name:	Foster Brothers Wood Products, Inc.
Reference Information (Prior Products/Services Provided For:)	
Name of Reference Company:	University of Missouri/Columbia
Address of Reference Company:	Greg Coffin, Campus Facilities 417 South 5th Street, Columbia, MO 65211
Reference Contact Person Name:	Greg Coffin
Contact Person Phone No.:	573-882-5633
Contact Person E-mail Address:	Coffing@missouri.edu
Dates of Prior Contract/Agreement:	2012, 2013, 2014, 2015
Dollar Value of Prior Contract/Agreement	\$4,000,000.00 plus
Description of Prior Contract/Agreement	Supply wood chips for University of Missouri Power Plant

EXHIBIT B

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359 RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
- (Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
- (Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:	<input checked="" type="checkbox"/>
--	-------------------------------------

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	<input type="checkbox"/>
---	--------------------------

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete Table 3.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete Table 4.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete Table 5.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete Table 6.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
wood chips	Auxvasse, Salem, Scott City, Missouri		

TABLE 4 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
	N/A		

EXHIBIT B, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
	N/A		

TABLE 6 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good
	N/A		

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)

COMPANY NAME

Foster Brothers Wood Products, Inc.

EXHIBIT C

PARTICIPATION COMMITMENT

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

Organization for the Blind Sheltered Workshop Commitment Table	
(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. N/A	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

EXHIBIT E**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 E (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

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

N/A
Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

No, I have not previously submitted the SDV documents specified herein to the 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.oa.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

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 (DPMAM). 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 DPMAM. The **Contract Terms** 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 DPMAM 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. **Prize(s) (Prize(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. **Revised (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 DPMAM.
- 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 DPMAM.
- 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 DPMAM 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 DPMAM, 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 DPMAM 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 DPMAM 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 DPMAM 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.mocohdms.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

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 Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-9 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 mistakes 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

- 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



FOSTER
BROTHERS

WOOD PRODUCTS, INC
P.O. BOX 249
AUXVASSE, MO 65231



7014 1820 0001 2910 6237



State of Missouri
DPPM
P.O. Box 809
Jefferson City, MO 65102-0809

DPMM 21 MAY '15 AM9:19

IFB#: B1E15262
Due Date: May 26, 2015

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