NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

SOLICITATION NUMBER	CONTRACT TITLE
IFBC30034901700109	Fencing Materials
CONTRACT NUMBER	**CONTRACT PERIOD**
CC170109001	November 22, 2016 through November 21, 2017
REQUISITION/REQUEST NUMBER	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID**
NR 931 YYY16709216	2623197570 0 / 100164
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Stephens Pipe & Steel LLC P.O. Box 618 2225 E. Hwy 619 Russell Springs, KY 42642	Missouri Department of Corrections Various Locations throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The bid submitted by Stephens Pipe & Steel LLC in response to SOLICATION/OPPORTUNITY (OPP) NO.: IFBC30034901700109 including the email from Shelley Taylor of Stephens Pipe & Steel, LLC, dated 11/10/16 is accepted in its entirety.

BUYER	BUYER CONTACT INFORMATION
Shannon Branson	Email: Shannon.branson@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Shannon Branson	11/22/16

DIRECTOR OF PURCHASING

Karen S. Boeger

IFBC30034901700109

PRICING PAGE

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
1	C/S Code: 30152001 *Fencing* **Chain Link Fence Fabric** 12' tall, 2" mesh, Class 1 0.148" (9 gauge) wire Knuckle/Barb selvedge Minimum 1.2 oz. zinc coating Conforms to ASTM A392 Brand/Model or Product Code: SS63144 Number of linear feet in roll: _____	485	LF	$ 8.88	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
2	C/S Code: 30152001 *Fencing* **Chain Link Fence Fabric** 10' tall, 2" mesh, Class 1 0.148" (9 gauge) wire Knuckle/Barb selvedge Minimum 1.2 oz. zinc coating Conforms to ASTM A392 Brand/Model or Product Code: SS63120 Number of linear feet in roll: _____	4900	LF	$ 7.40	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)

3	C/S Code: 30152001 *Fencing* **Terminal Posts** 4" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 9.11 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP40040160	10	EA	$ 144.00	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
4	C/S Code: 30152001 *Fencing* **Terminal Posts** 4" Actual OD x 14.5' Type I Standard weight Schedule 40 galvanized Minimum weight 9.11 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP40040145	60	EA	$ 140.00	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
5	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 15' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft.	15	EA	$ 68.50	$_____	$_____

	Conforms to ASTM F1083 Brand/Model or Product Code: GP25040150					

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
6	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP25040160	10	EA	$ 74.00	$	$

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
7	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 14.5' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP25040145	500	EA	$ 68.50	$	$

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)

8	C/S Code: 30152001 *Fencing* **Brace Post** 2.875" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 5.79 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP30040160	500	EA	$ 107.00	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
9	C/S Code: 30152001 *Fencing* **Top Rail. Mid Rail, Bottom Rail** 1.66" Actual OD x 21' 6"swedged (tapered) or plain end or expansion type coupling Type I Standard weight Schedule 40 galvanized Minimum weight 2.27 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: GP15840210	115	EA	$ 55.65	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
10	C/S Code: 30152001 *Fencing* **Barbed Wire** Two-strand 12.5 gauge galvanized wire 14 gauge 4-point barbs spaced not more than 5" o.c. At least 0.8 oz. zinc per square ft. as determined by ASTM A90	1659	LF	$ 0.15	$_____	$_____

	Brand/Model or Product Code: BW003 Number of linear feet in roll: _____					

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
11	C/S Code: 30152001 *Fencing* **Razor Wire** Razor Ribbon Wire "Super Maze" or functional equivalent. Roll/Coil Length: Each roll shall contain 51 continuous coil loops and shall be able to cover 24'-26' Diameter: 30" Barbed Tape: Each roll shall consist of continuous barbed tape concertina complying with ASTM F1379 Tape: ANSI 430 stainless steel hardened to Rockwell (30n) 37, 0.025" thick by 1" wide prior to fabrication with four (4) needle-sharp barbs not less than 1.25" long in clusters on 4"centers and permanently cold clenched to a minimum of 230 degrees around a core wire. Core Wire: 0.098" diameter high tensile stainless steel conforming to ASTM A478 Clips: 0.065" thick by 0.375" wide stainless steel clips capable of withstanding a minimum 150lb. pull load to limit extension of coil, resulting in a concertina effect when deployed Brand/Model or Product Code: BT030SSM Length of Roll: _____	500	RO	$ 182.00	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	PERCENTAGE DISCOUNT TO BE FIRM, FIXED, PRICE FOR LIFE OF CONTRACT
12	C/S Code: 30152001 *Fencing* **Miscellaneous Items**	1	PCNT	10 %

	Firm, fixed discount off current price list/catalog for all other fencing materials and supplies. Fittings and accessories shall all be hot-dipped galvanized pressed steel or cast iron with at least 1.2 oz. zinc per square ft. and comply with ASTMF626. Items that should be available under this miscellaneous item (line item 012) at a discount off should include, but should not limited to the following. The bidder should indicate below, all products available: Gates (standard or custom fabricated) ____ Gate latches____ Tension bars ___ Gate hinges ____ Tension clamps____ Post caps ____ Carriage bolts and nuts____ Rail ends ____ Tension wire____ Fence Ties____ Other post sizes ___ Razor wire mounts ____ Other razor ribbon styles and sizes____			

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of fencing materials for various facilities within the Missouri Department of Corrections, 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 contract (C114246001) and the previous procurement documentation (B1E14246) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at http://oa.mo.gov/purchasing.

********** END OF INTRODUCTION AND GENERAL INFORMATION **********

2. CONTRACTUAL REQUIREMENTS

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

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'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 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 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 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 exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), 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 (Price):

2.3.1 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

2.3.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

2.3.3 The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Termination:

2.4.1 The Division of Purchasing 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 Contract Prices and Discount:

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

2.5.3 The prices for items 1 through 11 on the Pricing Page shall be firm and fixed and shall remain firm, fixed for the applicable contract period.

2.5.4 The percentage discount for item 12 on the Pricing Page shall apply to all other fencing materials similar in nature to the items proposed and which falls within the intent of this IFB as found in the contractor's current catalog/list price. The prices in the contractor's catalog/price list are allowed to change during the contract period and each renewal period; however, the discount shall remain the same throughout the duration of the contract. Such pricing shall not change with a frequency greater than every six (6) months. It is preferred that catalog/list prices change only on an annual basis.

a. The discount shall apply as quoted to all items in the contractor's current catalog or price list. The contractor shall not impose a discount "floor".

b. In the event that the catalog/list price lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.

c. The contractor shall furnish current price lists/catalogs (with products clearly identified) to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the catalogs change and/or pricing is updated.

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 update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. 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/mostatutes/ChaptersIndex/chaptIndex034.html.

2.7 Contractor Liability:

2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.8 Independent Contractor:

2.8.1 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.

2.9 Coordination:

2.9.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.10 Estimated Quantities:

2.10.1 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.

2.11 Insurance:

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

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

2.12 Federal Funds Requirement:

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

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

2.13 Participation by Other Organizations:

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

2.13.2 The contractor shall prepare and submit to the Division of Purchasing 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.

2.13.3 The Division of Purchasing 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.13.4 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 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 detailing all efforts made to secure a replacement.

c. The Division of Purchasing and 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.

2.13.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. 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 contactor may use the affidavit available on the Division of Purchasing's website at:
http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.14 Contractor's Personnel:

2.14.1 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.

2.14.2 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.

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

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 Prison Rape Elimination Act (PREA) Requirements:

2.16.1 All of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.16.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.16.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department 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 Department's policy and procedures relating to employee conduct.

a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.16.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.17 Confidentiality and Security Documents:

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

2.18 Property of State:

2.18.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

********** END OF CONTRACTUAL REQUIREMENTS **********

3. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. The contents of this section are for informational purposes and do not require a response.

3.1 General:

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

3.1.2 The contractor shall provide fencing materials as ordered by any of the state agency institutions identified in **Attachment 1**. The contractor shall understand and agree that the exact items and quantities purchased may vary depending on final construction plans and available funding, and that the state is not obligated to the contractor for any specific purchase amount.

3.2 Substitutions

3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

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

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

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

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

3.3 Replacement of Damaged Product:

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

3.4 Delivery Performance:

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

3.4.2 Deliveries shall be made as requested by the ordering agency. Any change in the delivery schedule must be approved by the agency and must be preceded with a written request at least two (2) weeks prior to the implementation date of such change.

3.4.3 The contractor and/or the contractor's subcontractor(s) shall contact the state agency facility to make an appointment prior to delivery.

3.4.4 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at http://www.oa.mo.gov/pers/hoursofwork.htm.

3.5 Security Clearance/Background Checks:

3.5.1 A Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the institution. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, the delivery will be refused. If information obtained in the MULES background check prohibits the driver from entering the institution, the delivery will be refused. Additional delivery costs for redelivery or contracting with an alternate carrier will be the responsibility of the contractor.

3.5.2 The state reserves the right to review all security clearance/background check results and based on the background investigation or otherwise, to disapprove any contractor's or subcontractor's personnel.

********** END OF PERFORMANCE REQUIREMENTS SECTION **********

4. BID SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the vendor that is integral to their bid submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor submitting a bid.

4.1 Contact:

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.

4.2 Business Compliance:

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

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

4.3 Submission of Bids:

On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: https://missouribuys.mo.gov/bidboard.html.

a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

a. The bid should be page numbered.

b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

4.4 Preprinted Marketing Materials:

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

4.4.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

4.5 Bid Detail Requirements and Deviations:

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

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

4.6 Unit of Measure:

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

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

4.7 Open Competition:

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

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

4.8 Catalog:

4.8.1 The vendor should include a current catalog/price list with their bid response at no additional cost to the State of Missouri. If the vendor does not include a copy of the catalog/price list with their response, then the vendor must provide a copy within five (5) working days after notification by the buyer.

4.8.2 A vendor failing to provide a catalog/price list within five (5) working days after notification from the Division of Purchasing may not be considered for award.

4.9 Compliance with Terms and Conditions:

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

4.10 Prices and Discount Offering:

4.10.1 The vendor shall state firm fixed unit prices for all items (1 through 11) on the Pricing Page. In addition, the vendor shall state the maximum unit prices for all items (1 through 11) applicable to the 1st and 2nd renewal periods. If a dollar amount is not proposed (i.e. left blank), the state shall have the right to execute the option at the same price(s) proposed for the initial contract period. All prices shall be considered firm for the duration of the applicable contract period.

4.10.2 Additionally, the vendor must offer other fencing materials (not listed elsewhere herein) which falls within the intent of this IFB and as found in the vendor's current catalog/price list. The vendor shall state a single, firm, fixed percentage discount for item 12 on the Pricing Page that shall apply to other fencing materials available in the catalog/price list. If a percentage discount is not stated, the state shall assume that the lowest prices shown in the vendor's catalog/price list are the state's prices. The firm, fixed discount percentage stated shall remain the same throughout the duration of the contract.

4.10.3 All prices shall include packing, handling, shipping, and freight charges ***FOB Destination, Freight Prepaid and Allowed.***

4.11 Cost Evaluation:

4.11.1 The cost evaluation shall include all mandatory requirements. The State of Missouri reserves the right to evaluate optional items, if deemed necessary.

4.11.2 Cost will be computed in the following manner:

a. The quoted firm fixed unit prices stated in items 1 through 11 will be multiplied by the estimated quantities indicated on the Pricing Page. The evaluation shall consider pricing for the initial contract period plus the renewal periods.

b. The percentage discount quoted for item 12 will be applied to a hypothetical purchase amount of $100,000.00. The evaluation shall consider this same hypothetical amount for the initial contract period and each succeeding renewal period.

c. Totals from the firm, fixed price items (1 through 11) will be added to the cost total resulting from the hypothetical purchase (item 12) to arrive at a grand total for all contract periods.

4.12 Determination for Award:

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

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

4.13 Domestic Product Procurement Act:

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

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

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

4.13.4 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.

4.13.5 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 A**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

4.13.6 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.

4.13.7 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.

4.14 Preference for Organizations for the Blind and Sheltered Workshops:

4.14.1 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 B**, 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 C**, 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 C**, 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/se/sw/se-sw-directories.html

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
http://www.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 B**, Participation Commitment, shall be interpreted as a contractual requirement.

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

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

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

4.15 Missouri Service-Disabled Veteran Business Preference:

4.15.1 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 D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit D and the documentation specified on Exhibit D in accordance with the instructions provided therein, no preference points will be applied.

4.15.2 If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

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

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

4.16 Debarment Certification:

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

********** END OF BID SUBMISSION INFORMATION AND REQUIREMENTS **********

PRICING PAGE

The products bid shall conform to the specifications herein. The vendor must state below firm, fixed unit prices for all items (1 through 11) for the initial contract period. In addition, the vendor must state firm, fixed maximum unit prices for all items (1 through 11) applicable to the 1st and 2nd renewal periods. If a dollar amount is not proposed (i.e. left blank), the state shall have the right to execute the option at the same price(s) proposed for the initial contract period. All prices shall be considered firm for the duration of the applicable contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE. (See additional information below regarding renewal options).

Additionally, the vendor must offer other fencing materials (not listed elsewhere herein) which falls within the intent of this IFB and as found in the vendor's current catalog/price list. The vendor must state a single firm, fixed percentage discount for item 12 to apply to all other fencing materials available in the vendor's current catalog/price list. If a percentage discount is not stated, the state shall assume that the lowest prices shown in the vendor's catalog/price list are the state's prices. The firm, fixed discount percentage stated shall remain the same throughout the duration of the contract.

Pricing shall be quoted ***F.O.B Destination, Freight Prepaid and Allowed.***

Note About Renewal Options:

The Division of Purchasing 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 vendor must indicate the maximum price applicable to the renewal option periods. The vendor must respond with firm, fixed renewal pricing, NOT a percentage of increase or decrease. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

If a dollar amount is not proposed (i.e., left blank), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Vendors are cautioned that a vendor's quote of **$0.00** will be interpreted literally as a zero-price item which may render the bid non-responsive if the vendor does not intend to offer the product or service at a price of $0.00.

In conducting the cost evaluation, the State of Missouri will evaluate pricing that determines the potential maximum financial liability to the State of Missouri.

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
1	C/S Code: 30152001 *Fencing* **Chain Link Fence Fabric** 12' tall, 2" mesh, Class 1 0.148" (9 gauge) wire Knuckle/Barb selvedge Minimum 1.2 oz. zinc coating Conforms to ASTM A392 Brand/Model or Product Code: _____ Number of linear feet in roll: _____	485	LF	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
2	C/S Code: 30152001 *Fencing* **Chain Link Fence Fabric** 10' tall, 2" mesh, Class 1 0.148" (9 gauge) wire Knuckle/Barb selvedge Minimum 1.2 oz. zinc coating Conforms to ASTM A392 Brand/Model or Product Code:_____ Number of linear feet in roll: _____	4900	LF	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
3	C/S Code: 30152001 *Fencing* **Terminal Posts** 4" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 9.11 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____	10	EA	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
4	C/S Code: 30152001 *Fencing* **Terminal Posts**	60	EA	$_____	$_____	$_____

	4" Actual OD x 14.5' Type I Standard weight Schedule 40 galvanized Minimum weight 9.11 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____					

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
5	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 15' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____	15	EA	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
6	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____	10	EA	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
7	C/S Code: 30152001 *Fencing* **Line Posts** 2.375" Actual OD x 14.5' Type I Standard weight Schedule 40 galvanized Minimum weight 3.65 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____	500	EA	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
8	C/S Code: 30152001 *Fencing* **Brace Post** 2.875" Actual OD x 16' Type I Standard weight Schedule 40 galvanized Minimum weight 5.79 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____	500	EA	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
9	C/S Code: 30152001 *Fencing* **Top Rail. Mid Rail, Bottom Rail** 1.66" Actual OD x 21'	115	EA	$_____	$_____	$_____

	6"swedged (tapered) or plain end or expansion type coupling Type I Standard weight Schedule 40 galvanized Minimum weight 2.27 lbs/ft. Conforms to ASTM F1083 Brand/Model or Product Code: _____					

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
10	C/S Code: 30152001 *Fencing* **Barbed Wire** Two-strand 12.5 gauge galvanized wire 14 gauge 4-point barbs spaced not more than 5" o.c. At least 0.8 oz. zinc per square ft. as determined by ASTM A90 Brand/Model or Product Code: _____ Number of linear feet in roll: _____	1659	LF	$_____	$_____	$_____

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	INITIAL CONTRACT PERIOD UNIT PRICE	1ST RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)	2ND RENEWAL CONTRACT PERIOD MAXIMUM UNIT PRICE (SEE NOTE)
11	C/S Code: 30152001 *Fencing* **Razor Wire** Razor Ribbon Wire "Super Maze" or functional equivalent. Roll/Coil Length: Each roll shall contain 51 continuous coil loops and shall be able to cover 24'-26' Diameter: 30" Barbed Tape: Each roll shall consist of continuous barbed tape concertina complying with ASTM F1379 Tape: ANSI 430 stainless steel hardened to	500	RO	$_____	$_____	$_____

	Rockwell (30n) 37, 0.025" thick by 1" wide prior to fabrication with four (4) needle-sharp barbs not less than 1.25" long in clusters on 4"centers and permanently cold clenched to a minimum of 230 degrees around a core wire. Core Wire: 0.098" diameter high tensile stainless steel conforming to ASTM A478 Clips: 0.065" thick by 0.375" wide stainless steel clips capable of withstanding a minimum 150lb. pull load to limit extension of coil, resulting in a concertina effect when deployed Brand/Model or Product Code: _____ Length of Roll: _____					

LINE ITEM	MANDATORY SPECIFICATIONS	QTY	UNIT	PERCENTAGE DISCOUNT TO BE FIRM, FIXED, PRICE FOR LIFE OF CONTRACT
12	C/S Code: 30152001 *Fencing* **Miscellaneous Items** Firm, fixed discount off current price list/catalog for all other fencing materials and supplies. Fittings and accessories shall all be hot-dipped galvanized pressed steel or cast iron with at least 1.2 oz. zinc per square ft. and comply with ASTMF626. Items that should be available under this miscellaneous item (line item 012) at a discount off should include, but should not limited to the following. The bidder should indicate below, all products available: Gates (standard or custom fabricated) ____ Gate latches____ Tension bars ___ Gate hinges ____ Tension clamps____ Post caps ____ Carriage bolts and nuts____ Rail ends ____ Tension wire____	1	PCNT	_____%

	Fence Ties____ Other post sizes ___ Razor wire mounts ____ Other razor ribbon styles and sizes____			

DELIVERY

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

WARRANTY

The bidder should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: _____

Warranty on Labor: _____

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: _____

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

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

EXECUTIVE ORDER 04-09, OFFSHORE:

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

_____

_____

EXHIBIT A
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor 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 vendor 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, law, agreement, or regulation 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 VENDOR 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 vendor 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.:	☐

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:	☐

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

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

(Exhibit continues on next page)

EXHIBIT A, 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

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

The vendor 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

EXHIBIT B

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *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.*
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT C

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____
(or attach copy of certification)

Certification Expiration Date: _____

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

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

Date (Dated no earlier than the IFB issuance date)

EXHIBIT D

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing 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 Division of Purchasing 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 D (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Enterprise Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	E-Mail Address

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

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

EXHIBIT E

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS #
Authorized Representative's Printed Name	Authorized Representative's Title
Authorized Representative's Signature	Date

Instructions for Certification

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

ATTACHMENT 1

DELIVERY LOCATIONS

ALGOA CORRECTIONAL CENTER
8501 No More Victims
Jefferson City MO 65101

BOONVILLE CORRECTIONAL CENTER
1216 East Morgan St.
Boonville MO 65233

CHILLICOTHE CORRECTIONAL CENTER
3151 Litton Rd
Chillicothe MO 64601

CREMER THERAPEUTIC CENTER
689 Highway O
Fulton MO 65251

CROSSROADS CORRECTIONAL CENTER
1115 E Pence Rd
Cameron MO 64429

EASTERN RECEPTION DIAGNOSTIC AND CORRECTIONAL CENTER
2727 Highway K
Bonne Terre MO 63628

FARMINGTON CORRECTIONAL CENTER
1012 West Columbia
Farmington MO 63640

FULTON RECEPTION AND DIAGNOSTIC CENTER
1393 Highway O
Fulton MO 65251

MOBERLY CORRECTIONAL CENTER
5201 South Morley
Moberly MO 65270

MISSOURI EASTERN CORRECTIONAL CENTER
18701 Old Highway 66
Pacific MO 63069

WESTERN RECEPTION AND DIAGNOSTIC CORRECTIONAL CENTER
3401 Faraon St
St Joseph MO 64506

HANNIBAL COMMUNITY SUPERVISION CENTER
2002 WruTen Bmrct Drive
Hannibal, MO 63401

FARMINGTON COMMUNITY SUPERVISON CENTER
1430 Doubet Road
Farmington, MO 63640

POPULAR BLUFF COMMUNITY SUPERVISION CENTER
1441 Black River Industrial Park
Poplar Bluff, MO 63901

JEFFERSON CITY CORRECTIONAL CENTER
8416 No more Victims, Dock B
Jefferson City MO 65101

MARYVILLE TREATMENT CENTER
30227 US Highway 136
Maryville MO 64468

NORTHEAST CORRECTIONAL CENTER
13698 Airport Rd
Bowling Green MO 63334

OZARK CORRECTIONAL CENTER
929 Honor Camp Lane
Fordland MO 65652

POTOSI CORRECTIONAL CENTER
11593 State Highway O
Mineral Point MO 63660

SOUTH CENTRAL CORRECTIONAL CENTER
255 W highway 32
Licking MO 65542

SOUTHEAST CORRECTIONAL CENTER
300 East Pedro Simmons Drive
Charleston MO 63834

TIPTON CORRECTIONAL CENTER
619 N Osage Avenue
Tipton MO 65081

WOMAN'S EASTERN RECEPTION AND DIAGNOSTIC CORRECTIONAL CENTER
1101 East Highway 54
Vandalia MO 63382

ST. LOUIS COMMUNITY RELEASE CENTER
1621 North First
St. Louis, MO 63102

WESTERN MO CORRECTIONAL CENTER
609 E Pence Rd
Cameron MO 64429

KANSAS CITY REENTRY CENTER
651 Mulberry
Kansas City, MO 64101

ST. JOSEPH COMMUNITY SUPERVISION CENTER
3305 Faraon St.
St. Joseph MO 64506

KENNETT COMMUNITY SUPERVISION CTR.
1401 Laura Drive
Kennett, MO 63857

FULTON COMMUNITY SUPERVISION CTR.
1397 State Road O
Fulton MO 65251

STATE OF MISSOURI
DIVISION OF PURCHASING

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

a. **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 (Purchasing)**. The agency is also responsible for payment.
b. **Addendum** means a written official modification to an IFB.
c. **Amendment** means a written, official modification to a contract.
d. **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.
e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
f. **Vendor** means the supplier, bidder, 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.
g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
h. **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.
i. **Contractor** means a supplier, bidder, person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
k. **Invitation for Bid (IFB)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
p. **Shall** has the same meaning as the word must.
q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

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

4. PREPARATION OF BIDS

a. Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand 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 vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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 vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Purchasing office. Delivered bids must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the Purchasing office (address listed above) no later than the exact end date and time 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 end 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 vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Purchasing 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 Purchasing prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to Purchasing must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor'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 end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.
b. Bids which are not received in the Purchasing office prior to the official end 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 vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the 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 vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all vendors fail to meet the same mandatory requirement in an IFB, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. Purchasing 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, Purchasing 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 vendor, from vendor's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing 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 end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
k. Purchasing posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. Purchasing maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
l. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Purchasing'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 Purchasing 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 Purchasing.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor'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 10-19-15

END OF DOCUMENT

Branson, Shannon

From: Shelley Taylor <shelleytaylor@spsfence.com>
Sent: Thursday, November 10, 2016 9:50 AM
To: Branson, Shannon
Subject: RE: Buy American
Attachments: Missouri Bid Pages 26-27.pdf

Here are the two pages requested. Let us know if you need anything else.

Thanks
Shelley Taylor
Sales
Stephens Pipe & Steel
4301 46th Street
Bladensburg, MD 20710
Toll Free: (866) 792-5295
Local: (301) 699-0400
Fax: (301) 699-3522
www.spsfence.com

----- Original Message -----
From: Branson, Shannon [mailto:Shannon.Branson@oa.mo.gov]
To: Shelleytaylor@spsfence.com
Sent: Tue, 8 Nov 2016 20:24:01 +0000
Subject: Buy American

Marty/ Shelley,

We did not receive a Buy American form with your bid submission for IFBC30034901700109 Fencing Materials. This is pages 26 and 27 of the IFB. If you would be so kind as to fill these out and send them to me at your earliest convenience.

Thanks!

Shannon

EXHIBIT A
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor 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 vendor 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, law, agreement, or regulation 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 VENDOR 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 vendor 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.:	X

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:	

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

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

(Exhibit continues on next page)

EXHIBIT A, 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

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

The vendor 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) Martin T. Brown

COMPANY NAME Stephens Pipe and Steel

Cost Data from MissouriBUYS

Item	Supplier Name	Intentional No Bid	Product No.	Price/Unit	Quantity	Item Unit	Total Price	Evaluated Item Total	Additional Item Information
1.Chain Link Fence Fabric									
1	Stephens Pipe Steel LLC	N	ss63144	8.88	485	linear foot	4306.8	4306.8	
2.Chain Link Fence Fabric									
2	Stephens Pipe Steel LLC	N	ss63120	7.40	4900	linear foot	36260	36260	
3.Terminal Posts									
3	Stephens Pipe Steel LLC	N	gp40040160	144.00	10	linear foot	1440	1440	pricing is for each and not linear ft
4.Terminal Posts									
4	Stephens Pipe Steel LLC	N	gp40040145	140.00	60	linear foot	8400	8400	pricing is for each post and not linear ft
5.Line Posts									
5	Stephens Pipe Steel LLC	N	gp25040150	68.50	15	linear foot	1027.5	1027.5	pricing is for each and not linear ft
6.Line Posts									

	6	Stephens Pipe Steel LLC	N	gp25040160	74.00	10 linear foot	740	740 pricing is for each and not linear ft
7.Line Posts								
	7	Stephens Pipe Steel LLC	N	gp25040145	68.50	500 linear foot	34250	34250 pricing is for each and not linear ft
8.Brace Post								
	8	Stephens Pipe Steel LLC	N	gp30040160	107.00	500 each	53500	53500
9.Top Rail. Mid Rail, Bottom Rail								
	9	Stephens Pipe Steel LLC	N	gp15840210	55.65	115 each	6399.8	6399.75
10.Barbed Wire								
	10	Stephens Pipe Steel LLC	N	bw003	0.15	1659 linear foot	248.85	248.85
11.Razor Wire								
	11	Stephens Pipe Steel LLC	N	bt030ssm	182.00	500 roll	91000	91000
12.Miscellaneous Items								

12	Stephens Pipe Steel LLC	N	misc	10.00	1 percent	10	10