



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
(573) 522-6590 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
August 30, 2016	Brodart Company 500 Arch St. Williamsport, PA 17701	Amendment #004 CN662001	Consumable Library Supplies Various Locations

CONTRACT CN662001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2016 through November 30, 2017.

All other terms, conditions, and provisions, including catalog discounts and restocking percentages, of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Matt Sturm, Director, Division of Offender Rehabilitative Services

9-2-16

Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN AUGUST 31, 2015 TO:

Lisa Graham
Lisa.Graham@doc.mo.gov
(573) 528-6611
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236, JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/26/2015	Attn: Bodart Company 100 North Road, P.O. Box 300 McElhattan, PA 17748	Amendment 003 CN662001	Consumable Library Supplies Department of Corrections Various Locations

CONTRACT CN662001 IS HEREBY AMENDED AS FOLLOWS:

The Missouri Department of Corrections desires to amend contract CN662001 to add an additional delivery location that will utilize the contract to purchase consumable library supplies. The delivery location to be added to the contract effective September 1, 2015, shall be as follows:

- Kansas City Re-entry Center
651 Mulberry Street
Kansas City, MO 64106

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2015 through November 30, 2016.

All other terms, conditions and provisions, including catalog discounts and restocking percentages, of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Bodart Co.
Mailing Address: 500 Arch St
City, State Zip: Williamsport, PA 17701
Telephone: 888-820-4377
E-Mail Address: supplies.quotes@bodart.com
Authorized Signer's Printed Name and Title: Kathy Lucas / Bid Correspondent
Authorized Signature: *Kathy Lucas* Date 08/28/2015

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature]
Matt Sturm, Director, Division of Offender Rehabilitative Services

9-2-15
Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Lisa Graham
Lisa.Graham@doc.mo.gov
Ph: (573) 526-6611 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/20/14	Attn: Brodart Co. 100 North Road, P.O. Box 300 McElhattan, PA 17748	Amendment 002 CN662001	Consumable Library Supplies Department of Corrections Various Locations

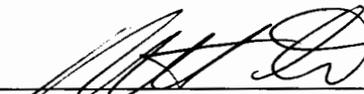
CONTRACT CN662001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 on page 2 and 2.2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2014 through November 30, 2015.

All terms, conditions and provisions, including catalog discounts and restocking percentages, of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**



Matt Sturm, Director, Division of Offender Rehabilitative Services

10/21/14

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Gwen Petet, Procurement Officer I
gwen.petet@doc.mo.gov
 (573) 522-2109 (Phone)
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
09/17/13	Brodart Co. 100 North Road, P.O. Box 300 McElhattan, PA 17748	Amendment #001 CN662001	Consumable Library Supplies Department of Corrections Various Locations

CONTRACT CN662001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 on page 2 and paragraph 2.2.1 on page 3, the Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2013 through November 30, 2014.

All terms, conditions and provisions, including catalog discounts and restocking percentages, of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

THIS DOCUMENT MUST BE SIGNED TO BE VALID

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire, Director, Division of Adult Institutions

5/21/13
Date

INVITATION FOR BID

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

Bids Must be Received No Later Than:

2:00 p.m. Thursday, August 30, 2012

For information pertaining to the IFB contact:

Buyer of Record: Sam Hammond
Procurement Officer I
Telephone: (573) 526 - 6590
Samuel.Hammond@doc.mo.gov

IFB CN662

Consumable Library Supplies

FOR
Department of Corrections
Various Locations

Contract Period:
December 01, 2012 through November 30, 2013
Date of Issue: August 10, 2012
Page 1 of 20

Procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Brodart Co.

Mailing Address: 100 North Road/Po Box 300

City, State Zip: McElhattan, PA 17748

Telephone: 888-820-4377 **Fax:** 800-578-1064

Federal EIN #: 23-2248758 **State Vendor #** 11964928 (Business Registration #)

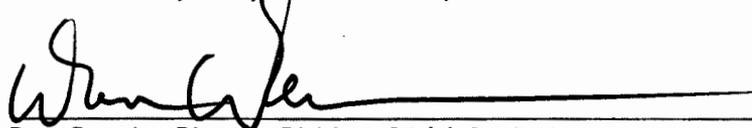
Email: supplies.quotes@brodart.com

Authorized Signer's Printed Name and Title Athena Snook, Bid Correspondent

Authorized Signature:  **Bid Date** 08/20/2012

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:


Dave Dormire, Director, Division of Adult Institutions

Contract No. CN662001
08/10/12
Date

The original cover page, including amendments, should be signed and returned with the bid.

Hammond, Samuel

From: Pierce, Lynda [Lynda.Pierce@brodart.com]
Sent: Tuesday, September 25, 2012 3:10 PM
To: Hammond, Samuel
Subject: RE: IFB CN66201 - Missouri Department of Corrections

This discount is a 15% on Consumable Library Supplies, Free shipping, no minimum. There will be no shipping charges. Brodart is willing to extend the discount additional 4, 12 month periods. Please let me know if you have any more questions.

Lynda Pierce
Senior Bid Administrator
Brodart Supplies & Furnishings
888-820-4377 (7) x4338

From: Hammond, Samuel [mailto:Samuel.Hammond@doc.mo.gov]
Sent: Tuesday, September 25, 2012 3:29 PM
To: Pierce, Lynda
Subject: RE: IFB CN66201 - Missouri Department of Corrections

Lynda,

Just to clarify when you say only the exclusions apply, it states in the attached sheet, that the discount does not apply to shipping and only the product and that some items have a 20% discount. Am I comprehending you previous email correctly in that, the shipping will also be included in the stated discount and that the discount will be a firm fixed discount of 15%?

Also, in accordance to question number 3, is Bodart willing to extend this discount to the Department for the additional four (4) 12 month periods, granted the Department finds it in our best interest to renew this contract?

Thank You.

Sam Hammond
Procurement Officer
Missouri Department of Corrections
FMU/Purchasing
2729 Plaza Drive
Jefferson City, Mo 65102
Ph: (573) 526-6590

From: Pierce, Lynda [mailto:Lynda.Pierce@brodart.com]
Sent: Monday, September 24, 2012 3:39 PM
To: Hammond, Samuel
Subject: RE: IFB CN66201 - Missouri Department of Corrections

Dear Sam,
Please disregard the Brodart Terms and Conditions, only the exclusions apply. This document should not have been sent with this bid.

Lynda Pierce
Senior Bid Administrator
Brodart Supplies & Furnishings
888-820-4377 (7) x4338

From: Hammond, Samuel [<mailto:Samuel.Hammond@doc.mo.gov>]
Sent: Monday, September 24, 2012 12:31 PM
To: Supplies.Quotes
Subject: IFB CN66201 - Missouri Department of Corrections

Athena,

I have a few questions regarding the bid sent to the Missouri Department of Corrections, IFB CN662001.

- 1) Pursuant to 4.1.1 of the contract, when submitting pre-printed terms and conditions or other type material, make sure such documents do not contain other terms and conditions which conflict stated in the IFB and its contractual requirements. This being said, according to 4.3.1.a on page 6 of the IFB it states, "Firm fixed discounts shall include all packing, handling, shipping and freight charges for delivery FOB Destination, Freight Prepaid and Allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping." The attachment titled "Brodart Terms and Conditions", then states that the discount applies only to products, not to shipping charges. Can you please clarify?
- 2) Again on the "Brodart Terms and Conditions" page, it states at the top that there is a discount of 20% off library and audiovisual supplies. However, the discount indicated on EXHIBIT A, Pricing Page states a firm discount of 15%. Can you please clarify?
- 3) It states on the "Brodart Terms and Conditions" page that this bid is effective until November 30, 2013. Per paragraph 2.1.1 on page 2 of the IFB, the Department shall have the right, at its sole option, to renew the contract for four (4) additional 12 month periods. Is this acceptable?

Thanks

Sam Hammond
Procurement Officer
Missouri Department of Corrections
FMU/Purchasing
2729 Plaza Drive
Jefferson City, Mo 65102
Ph: (573) 526-6590

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive sealed bids for the Missouri Department of Corrections (hereinafter referred to as "Department") to establish a contract for the purchase of various consumable library supplies for twenty-one (21) correctional institutions as needed.

1.1.2 This document, referred to as an Invitation for Bid (IFB), is divided in to the following parts:

Section 1. - Introduction and General Information	Exhibits A-D
Section 2. - Contractual Requirements	Terms and Conditions
Section 3. - Performance Requirements	Attachment 1
Section 4. - Bidder's Instructions	

1.1.3 This contract will be limited to consumable library supplies. Furniture and subscription material are not included in this contract.

1.1.4 The contract shall be considered a preferred-use contract meaning there will be situations where an institution may waive itself from using the contract so long as such determination is supportable and in the best interest of the Department. Reasons for not using the contract shall include, but shall not be limited to, the following:

- offered packaging is not usable by the institution (e.g., gross versus a dozen);
- order delivery time is not meeting the institution's needs;
- specific item is out of stock for an unreasonable amount of time (to be determined by the Department);
- cost of the item exceeds historical and/or current market price; and/or
- order total is below the contract minimum order amount.

1.2 Contact:

1.2.1 Pursuant to paragraph 4.a of the terms and conditions of this IFB, bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes except for the Buyer of Record. **Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.**

1.3 Vendor Information Data Form:

1.3.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/contracts.php> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional 12 month periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal periods, pursuant to applicable option clauses of this document.

2.2 Renewal Periods:

- 2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the catalog discounts quoted on **EXHIBIT A, Pricing Page**, shall remain the same and apply during the renewal period(s).

2.3 Contract Prices:

- 2.3.1 All prices shall be calculated by deducting the firm, fixed discount off the current published catalog/list price as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Estimated Quantities

- 2.4.1 The Department makes no guarantees of single order quantities or total aggregate order quantities.

2.5 Point of Contact

- 2.5.1 The contractor must function as the single point of contact for the Department, regardless of any subcontract/distributor arrangements made, other than the placement of orders, for all products and services provided, including but not limited to, issues related to ordering, invoicing, delivery, defective merchandise and payment.

2.6 Invoicing and Payment Terms:

- 2.6.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items.
- 2.6.2 The contractor shall accurately invoice per the discount indicated on **EXHIBIT A, Pricing Page** and shall issue one invoice per order. Invoices shall be sent to:

Attn: Offender Financial Services
Missouri Department of Corrections
P.O. Box 1609
Jefferson City MO 65102

Electronic invoices may be emailed to DOC.ConteenPayables@doc.mo.gov

- 2.6.3 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.6.4 The Department may choose to use the canteen purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the canteen purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.
- a. **The canteen purchasing card shall not be charged until items are delivered, inspected, and accepted.**
 - b. If the canteen purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The canteen purchasing card shall not be charged until the items are received and accepted.

2.6.5 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items.

2.7 Subcontractors:

2.7.1 Any subcontract for the items/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 Department and to ensure that the Department 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 Department 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 items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3. PERFORMANCE REQUIREMENTS

3.1 Catalogs:

3.1.1 The contractor shall supply a minimum of two (2) hard copy catalogs at no cost to each institution listed on **Attachment 1**. The catalogs must be delivered to the locations to the attention of the Librarian within ten (10) days of award of contract and within five (5) days of any catalog revisions or updates. The contractor shall supply additional catalogs requested by each location at no additional cost. The contractor may provide on-line or electronic catalogs as a supplement only.

3.2 Minimum Orders:

3.2.1 The minimum order dollar amount for delivered orders shall be no more than \$250 per order.

- a. The Department reserves the right to purchase outside the contract for delivered orders below the minimum order dollar amount.

3.2.2 There shall be no minimum order quantity amounts other than the smallest unit of order for each item as stated in the contractor's catalog.

3.3 Delivery Requirements:

3.3.1 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. All deliveries must be made within thirty (30) calendar days upon receipt of an authorized purchase order or purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the discounted price as indicated on **EXHIBIT A, Pricing Page**.

3.3.2 Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department. All orders must be shipped **FOB Destination, Freight Prepaid and Allowed**.

3.3.3 **The contractor must coordinate its delivery schedule with the order institution.** Institutions may have specific times that deliveries can be accepted based on security procedures. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Pursuant to paragraph 12.b in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the facilities identified on **Attachment 1**.
- b. 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.html>.

3.3.4 Delays in the Delivery Performance:

- a. If at any time the contractor should encounter conditions impeding delivery of the ordered item(s), the contractor shall immediately notify the Department in writing of the fact of delay, its likely duration, and its cause(s). As soon as practicable after receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources, unless an extension of time is agreed upon pursuant to 3.3.4 a.

3.4 Replacement of Damaged Products:

- 3.4.1 The contractor shall be responsible for replacing any item received in damaged and/or defective condition at no cost to the Department. This includes all shipping costs for returning damaged and/or defective items to the contractor for replacement.

3.5 Specific Pricing Requirements:

- 3.5.1 Pricing for catalog items shall be determined by applying the quoted discount, as indicated on **EXHIBIT A, Pricing Page**, off the current price as listed in the contractor's current product catalog/price list.

EXAMPLE: Current price = \$20.00, Discount = 20%

CALCULATION: $20.00 \times .80 = \$16.00$ = Total Department Cost including shipping.

- 3.5.2 The discounts quoted on **EXHIBIT A, Pricing Page** shall remain firm for the duration of the contract period; however, the base product price shall be allowed to change as the current published pricing in the contractor's catalog/price list changes.

- a. The contractor's catalog/price list shall not change with a frequency greater than every six (6) months.

- 3.5.3 In the event more than one price is listed in the catalog for the same product, then the quoted discount shall be applied to the lowest listed price.

- 3.5.4 The contractor must pass along any manufacturer's specials or quantity discount that would result in a price lower than the discounted selling price.

- 3.5.5 The contractor's current product catalog/price list used in determining the product price shall be the contractor's published catalog/price list offered to the public. The contractor shall not create nor publish a separate catalog/price list specifically for the Department unless it results in additional discounts.

3.6 Product Returns:

- 3.6.1 Individual items may be returned to the contractor provided the items are in resalable condition (original, unmarked, sealed package) and are returned within thirty (30) days of receipt of the order.

- 3.6.2 If a restocking fee is assessed, it shall not be assessed in cases where the product was shipped in error or was otherwise damaged, defective, or received past the agreed-to delivery time. The restocking fee, if charged, must be a fixed percentage of the invoiced charge for the returned item(s) and as stated on **EXHIBIT A, Pricing Page**.
- 3.6.3 For products shipped in error, and for defective and/or damaged items, the contractor shall arrange for the return of the item(s) in a timely manner and the contractor shall be responsible for all shipping and handling costs.
- 3.6.4 All returned item(s) must be credited back to the Department within two (2) working days through a credit invoice.
- a. If an institution uses the canteen purchasing card for payment of the returned item, the location's canteen purchasing card shall be credited within the time frame indicated in 3.6.4.

3.7 Contract Audits:

- 3.7.1 The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed to in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the Department.

4. BIDDERS INSTRUCTIONS

4.1 Compliance with Terms and Conditions:

- 4.1.1 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 Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.2 Bid Detail Requirements and Deviations:

- 4.2.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer.

4.3 EXHIBIT A - Pricing Page:

- 4.3.1 The bidder must submit a **firm fixed discount** on **EXHIBIT A, Pricing Page** for each line item listed.
- a. Firm fixed discounts shall include all packing, handling, shipping and freight charges for delivery **FOB Destination, Freight Prepaid and Allowed**. The Department shall not make additional payments or pay add-on charges for freight or shipping.

4.4 Minimum Orders:

- 4.4.1 The bidder should state on **EXHIBIT A, Pricing Page** its minimum order dollar amount. If the minimum order dollar amount is left blank, there shall be no minimum order dollar amount.

4.5 Catalogs:

- 4.5.1 The bidder should include at least one (1) current catalog and price list with their bid response.

4.6 Missouri Service-Disabled Veteran Business Enterprise Preference:

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

4.7 Evaluation:

- 4.7.1 The bidders must *fully* complete **EXHIBIT B, Market Basket Pricing**. The evaluation of cost shall be objective and based on the firm, fixed discounts stated on **EXHIBIT A, Pricing Page** applied to the quoted prices in **EXHIBIT B, Market Basket Pricing**.
- 4.7.2 After the cost of each item is calculated, a sum total cost of all items in **EXHIBIT B, Market Basket Price** shall be determined.
- 4.7.3 To evaluate line items 002-003, one market basket item will be picked at random and the cost multiplied by each line item's percentage to obtain each line item's restocking cost. The cost for line item's 002-003 will be added to the sum total market basket cost to obtain a total bid price. The same market basket item will be used for both line items and for all bidders.
- 4.7.4 As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

4.8 Determination for Award:

- 4.8.1 Determination of Cost Points - Cost Points shall be computed as follows:

$$\frac{\text{Lowest Responsive Total Evaluated Bid Price}}{\text{Compared Total Evaluated Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Points}$$

a. Note: **The Prompt payment discount terms on contracts will not be used in any cost calculation.**

- 4.8.2 The contract award shall be made to the bidder with the highest number of cost points.

4.9 Employee Bidding/Conflict of Interest:

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



Library Supplies & Furnishings

100 North Road, PO Box 300, McElhattan PA 17748

Sales & Service: 888.820.4377 • Order, Fax: 800.283.6087 or 570.769.5100

Bids & Quotes, Fax: 800.578.1064 or 570.769.5101 • Visit us online at www.shopbrodart.com

BRODART TERMS AND CONDITIONS

20% OFF LIBRARY & AUDIOVISUAL & ARCHIVAL SUPPLIES

- Free shipping on stocked consumable supply orders
- Orders placed by 2:00 pm EST for in-stock items ship same day
- Orders ship regular UPS ground service; reflected on your final invoice

- *Discount applies only to products, not to shipping charges, and may not be combined with any other preferred pricing. Not applicable to closed orders and orders already in process. Excludes Books & Automation Division, Electronics, Game Systems, Flat Panel Mounts, Microform Readers/Printers/Scanners, Security Systems and Accessories, Software and Brodart Solutions Line.

- Discounts are taken from current catalog prices at the time of order. New catalogs are distributed annually in January.

- Delivery
 - 7/10 days after receipt of order of in-stock items

 - Terms: Net 30 days

 - Bid is in effect until 11/30/2013

 - Please Reference Bid# **D74659**

EXHIBIT A
Pricing Page

The bidder must state a firm, fixed manufacturer discount for all consumable library supplies listed in the bidder's catalog. Pricing offered under the contract for all catalog items shall be determined by applying the quoted discount to the prices as listed in the bidder's current published catalog. The discounts offered shall remain firm for the duration of the contract period, including subsequent renewal periods. However, the base product price as listed in the bidder's published product catalog will be allowed to change.

Line Item	Description	
001	Firm, fixed discount from current published catalog/list price for consumable library supplies from all manufacturers.	<u>15</u> %
002	Firm, fixed restocking charge on stock items. (percentage of contract price)	<u>20</u> %
003	Firm, fixed restocking charge on drop-ship items. (percentage of contract price)	<u>N/A</u> %

Delivery ARO (stock items) 7/10 days **Delivery ARO** (drop-ship items) N/A days

The bidder must identify the catalog or price list that discount pricing shall be applied to (provide name and date published).

Current Brodart Supplies & Furnishings Catalog

Indicate the typical frequency of price changes made to the catalog or price list: Annually

Minimum Order Amount:

Bidder should state its minimum order dollar amount for delivered orders: \$ N/A
Not to exceed \$250

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices.

N/A % if paid within Net 30 days of receipt of invoice.

Bidder's Acceptance of the Canteen Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the Canteen Purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

EXHIBIT A (Cont)
Pricing Page

By signing, the bidder hereby declares understanding, agreement, and certification of compliance to provide the item at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: Brodart Co.

Authorized Signature: *Athena Snook* Printed Name: Athena Snook

Date: 08/20/2012 Email Address: supplies.quotes@brodart.com

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EXHIBIT B
Market Basket Pricing

For purposes of cost evaluation, the bidder must price all market basket items listed below. The bidder must indicate below the current published catalog/price list (effective July 1, 2012), and the page number where the item appears in its catalog. The published catalog/list price must be verifiable in the bidder's current catalog/price list submitted with the bid. If an item does not appear in the bidder's current catalog/price list, the bidder must submit documentation showing that the price listed is its standard price.

The market basket items are for evaluation purposes only and shall not limit the Department to purchase only the items listed.

Item	Item Description	Published Catalog/ List Price	Catalog Page Number	
1	Scotch 845 Book Tape 3.5mil polypropylene, 45lb tensile strength, 3" core, 2" width, 15yd length	\$ <u>7.15</u>	<u>34</u>	
2	Kapco Easy Cover II Paperback Protectors 15mil covers with 2mil spine Repositionable delayed action adhesive 8-1/2" x 5-3/4", 25 pair per pack	\$ <u>32.35</u>	<u>21</u>	
3	Vistafoil Laminate 4 mil gloss vinyl, 200" long x 8" wide Repositionable delayed action adhesive Bonds permanently in 12-24 hours	\$ <u>9.25</u>	<u>19</u>	
4	Reddi-Covers Paperback Protectors Repositionable delayed action adhesive Release liner with printed grid 8-1/2" x 13", 50 per package	\$ <u>39.05</u>	<u>22</u>	
5	Scotch 720 Film-fiber Tape 6.5mil thickness, 25lb tensile strength 3" core, 1/2" width, 72yd length	\$ <u>11.60</u>	<u>37</u>	
6	Easy Bind Tyvek Hinge Tape, White 7mil thickness, 20lb tensile strength, 3" core 1/8" centering stripe, 1-1/4" wide, 100' length	\$ <u>15.70</u>	<u>34</u>	
7	J-Lar II Tape with Split-liner 3.5mil polypropylene, 37lb tensile strength Non-yellowing, 3" core, 3/4" x 36yds	\$ <u>N/A</u>	<u>N/A</u>	
8	Kapco Clear Glossy Label Protectors 2.5mil polyester, glossy finish, rounded corners 1" x 1-1/2", 500 per roll	\$ <u>N/A</u>	<u>N/A</u>	
9	Crystal Shield Magazine Savers 10 gauge vinyl Electro welded to reinforce edges 7-7/8" high for magazine size 7-1/2" x 5-1/2"	\$ <u>N/A</u>	<u>N/A</u>	
10	Everlast Magazine Protectors 15mil polypropylene Living hinge 8-3/4" high for magazine size 7-3/4" x 5-3/8"	\$ <u>N/A</u>	<u>N/A</u>	

EXHIBIT C
Missouri Service-Disabled Veteran Business Enterprise Preference

Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050, the Department of Corrections 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). (See below for definitions included in section 34.074 RSMo.)

DEFINITIONS:

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

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

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

STANDARDS:

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

- a. 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;
- b. 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.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. 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
- e. 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, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. 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),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. 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.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested on the next page.

EXHIBIT D
Miscellaneous Information

Employee Bidding/Conflict of Interest

If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	N/A
	In what office/agency are they employed?
	N/A
	Employment Title:
	N/A
Percentage of ownership interest in bidder's organization:	_____ %

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID - CANTEEN

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the Department, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

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

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department 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 Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Department.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department 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 Department's rejection and shall be returned at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the Canteen purchasing card.

12. DELIVERY

- a. 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.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background

check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

14. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

15. 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 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.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for 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, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 DOC 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 Department.

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 Department, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (3) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the department.

22. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

23. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

24. COMMUNICATIONS AND NOTICES

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

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. 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:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. 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;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

29. AMERICANS WITH DISABILITIES ACT

- a. 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).

30. FILING AND PAYMENT OF TAXES

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

31. TITLES

- a. 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 06-20-08

Revised 3-1-11

Revised 12-13-11

Revised 02-24-12

Attachment 1

Department of Corrections

ALGOA CORRECTIONAL CENTER8501 No More Victims
Jefferson City, MO 65101

Department of Corrections

BOONVILLE CORRECTIONAL CENTER1216 East Morgan Street
Boonville, MO 65233

Department of Corrections

CHILLICOTHE CORRECTIONAL CENTER3151 Litton Road
Chillicothe, MO 64601

Department of Corrections

CREMER THERAPEUTIC CENTER689 Rt O, PO Box 70
Fulton, MO 65251

Department of Corrections

CROSSROADS CORRECTIONAL CENTER1115 E. Pence Road
Cameron, MO 64429

Department of Corrections

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

Department of Corrections

FARMINGTON CORRECTIONAL CENTER1012 W. Columbia
Farmington, MO 63640

Department of Corrections

FULTON RECEPTION & DIAGNOSTIC CENTER1393 Highway O, PO Box 190
Fulton, MO 65251

Department of Corrections

JEFFERSON CITY CORRECTIONAL CENTER8416 No More Victims Rd, Dock B
Jefferson City, MO 65101

Department of Corrections

MOBERLY CORRECTIONAL CENTER5201 South Morley
Moberly, MO 65270

Department of Corrections

MISSOURI EASTERN CORRECTIONAL CENTER18701 Old Hwy. 66
Pacific, MO 63069

Department of Corrections

MARYVILLE TREATMENT CENTER30227 U.S. Highway 136
Maryville, MO 64468

Department of Corrections

NORTHEAST CORRECTIONAL CENTER13698 Airport Road
Bowling Green, MO 63334

Department of Corrections

OZARK CORRECTIONAL CENTER929 Honor Camp Lane
Fordland, MO 65652

Department of Corrections

POTOSI CORRECTIONAL CENTER11593 State Highway 0
Mineral Point, MO 63660

Department of Corrections

SOUTH CENTRAL CORRECTIONAL CENTER255 W. Hwy 32
Licking, MO 65542

Department of Corrections

SOUTHEAST CORRECTIONAL CENTER300 E. Pedro Simmons Drive
Charleston, MO 63834

Department of Corrections

TIPTON CORRECTIONAL CENTER619 N. Osage Avenue
Tipton, Missouri 65081

Department of Corrections

**WOMEN'S EASTERN RECEPTION &
DIAGNOSTIC CORRECTIONAL CENTER**1101 E. Highway 54, P.O. Box 300
Vandalia, MO 63382

Department of Corrections

WESTERN MO CORRECTIONAL CENTER609 East Pence Road
Cameron, MO 64429

Department of Corrections

**WESTERN RECEPTION DIAGNOSTIC
CORRECTIONAL CENTER**3401 Faraon Street
St. Joseph, MO 64506