



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

Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
 (573) 526-6590
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
04/12/2016	Attn: Tillman Mosley, Jr. Shawntech Communications, Inc. 1700 Lyons Road Dayton, OH 45458	Amendment 003 OF13709225	Kiosk Machines and Components Various Locations

CONTRACT OF13709225 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 and 2.3.1 on page 9, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of July 17, 2016 through July 16, 2017.

All terms, conditions and provisions of the previous contract period, including pricing, 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.



Dave Dormire, Director, Division of Adult Institutions

4/14/16

Date



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

RETURN AMENDMENT TO:

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
3/10/2015	Attn: Tiliman Mosley, Jr. Shawntech Communications, Inc. 1700 Lyons Road Dayton, OH 45458	Amendment 002 OF13709225	Kiosk Machines and Components Various Locations

CONTRACT OF 13709225 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.5.3 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above referenced contract for the period of July 17, 2015 through July 16, 2016.

The Department also wishes to add the following delivery address to page 35, Attachment 1, to be effectively immediately upon signature of the Amendment:

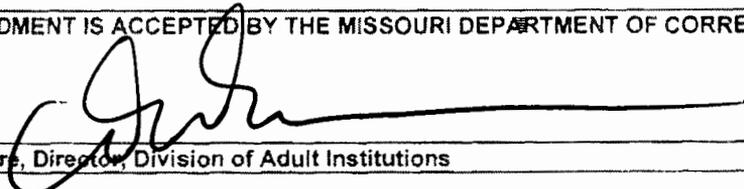
Kansas City Community-Release Center (Soon to be Kansas City Reentry Center)
651 Mulberry St
Kansas City, MO 64101

All other terms, conditions and provisions, including price 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: SHAWNTECH COMMUNICATIONS, INC
 Mailing Address: 1700 LYONS ROAD SUITE C
 City, State Zip: DAYTON, OH 45458
 Telephone: 937-898-4724
 E-Mail Address: dhackett@shawntech.com
 Authorized Signer's Printed Name and Title: DAVID R. HACKETT, CFO
 Authorized Signature: David R. Hackett Date: 3/14/15

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


 Dave Dornire, Director, Division of Adult Institutions 3/20/15
Date



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

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
06/11/14	Attn: Tillman Mosley, Jr. Shawntech Communications, Inc. 1700 Lyons Road Dayton, OH 45458	Amendment 001 OF13709225	Kiosk Machines and Components Various Locations

CONTRACT # OF13709225 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 and 2.3.1 on page 9, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 2% increase in price for the period of July 17, 2014 through July 16, 2015.

The prices for the new contract period are as follows:

- Line item 001 - Complete Kiosk Machine - \$4,153.44.
- Line item 003 - ELO 1537L 15" Flat Panel Touch Monitor - \$565.00.
- Line item 004 - ELO Power Adapter - \$26.40.

All other terms, conditions and provisions 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.**

Dave Dormire, Director, Division of Adult Institutions

6/16/14
Date

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov

AMENDMENT 3 IFB I3Z1379225

Purchase of Kiosk Machines and Components

FOR
Department of Corrections
Various Locations Statewide

Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

REVISED BY AMENDMENT 3
2:00 p.m., July 3, 2013

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 bidder 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: Shawntech Communications, Inc.
Mailing Address: 1700 Lyons road
City, State Zip: Dayton, Ohio 45458
Telephone: 937-898-4724 Fax: 937-898-4447
Federal EIN #: 31-1487203 State Vendor # Applied for...see attachments
Email: records@shawntech.com

Authorized Signer's Printed Name and Title Tillman Mosley Jr., Director of Sales

Authorized Signature: Bid Date July 2, 2013

NOTICE OF AWARD:

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

Dave Dormire, Director, Division of Adult Institutions

Contract No. OF13709225

7/17/13

Date

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

EXHIBIT A
Pricing Page
 Revised by Amendment 3

The bidder must provide firm fixed prices below for each line item. The price shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.

Line Item	Description	Estimated Quantity	Firm, Fixed Price
001	Revised by Amendment 3 Complete Kiosk Machine To include all of the following components: <ul style="list-style-type: none"> • Cabinet per the specifications stated herein. • ELO 1537L Touchscreen Monitor part number EE701210 <i>with DVI or VGA video cord</i> No substitution of brand or model • ELO Power Adaptor part number E348315 No substitution of brand or model Components assembled per the specifications stated herein prior to shipping. Brand of cabinet bid: <u>Customed Kiosk designed for Missouri DOC by Kiosk.com</u>	10	\$ <u>4,072.00</u>
002	<i>Deleted by Amendment 3</i>		
003	ELO 1537L 15" Flat Panel Touch Monitor Part number EE701210 No substitution of brand or model	6	\$ <u>553.92</u>
004	ELO Power Adaptor Part number E348315 No substitution of brand or model	6	\$ <u>25.88</u>

Terms:

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

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

Web Site:

The bidder should state web site address if online invoicing is available: Not Available

Exhibit A (continued)

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 _____ Disagreement Not in agreement - Will consider setting up an account after award.

RENEWAL OPTION The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

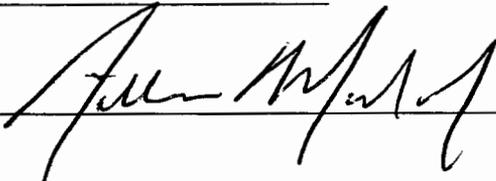
NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1 ST Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
2nd Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
3rd Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
4th Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services 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: Shawntech Communications, Inc.

Printed Name: Tillman Mosley Jr. Email Address: records@shawntech.com

Authorized Signature:  Date: 7-2-2013

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov

AMENDMENT 3 IFB I3Z1379225

Purchase of Kiosk Machines and Components

FOR
Department of Corrections
Various Locations Statewide

Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

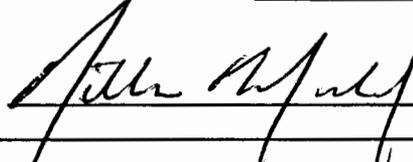
**REVISED BY AMENDMENT 3
2:00 p.m., July 3, 2013**

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 bidder 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: Shawntech Communications, Inc.
Mailing Address: 1700 Lyons road
City, State Zip: Dayton, Ohio 45458
Telephone: 937-898-4724 Fax: 937-898-4447
Federal EIN #: 31-1487203 State Vendor # Applied for...see attachments
Email: records@shawntech.com

Authorized Signer's Printed Name and Title Tillman Mosley Jr., Director of Sales

Authorized Signature:  Bid Date July 2, 2013

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: In its entirety

Contract No. 0F13709225

Dave Dormire, Director, Division of Adult Institutions

Date

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

Exhibit A (continued)

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 _____ Disagreement Not in agreement - Will consider setting up an account after award.

RENEWAL OPTION The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1 ST Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
2nd Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
3rd Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
4th Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services 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: Shawntech Communications, Inc.

Printed Name: Tillman Mosley Jr. Email Address: records@shawntech.com

Authorized Signature:  Date: 7-2-2013

EXHIBIT A
Pricing Page
 Revised by Amendment 3

The bidder must provide firm fixed prices below for each line item. The price shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.

Line Item	Description	Estimated Quantity	Firm, Fixed Price
001	<p>Revised by Amendment 3 Complete Kiosk Machine To include all of the following components:</p> <ul style="list-style-type: none"> • Cabinet per the specifications stated herein. • ELO 1537L Touchscreen Monitor part number EE701210 <i>with DVI or VGA video cord</i> No substitution of brand or model • ELO Power Adaptor part number E348315 No substitution of brand or model <p>Components assembled per the specifications stated herein prior to shipping.</p> <p>Brand of cabinet bid: <u>Customed Kiosk designed for Missouri DOC by Kiosk.com</u></p>	10	\$ <u>4,072.00</u>
002	Deleted by Amendment 3		
003	<p>ELO 1537L 15" Flat Panel Touch Monitor Part number EE701210 No substitution of brand or model</p>	6	\$ <u>553.92</u>
004	<p>ELO Power Adaptor Part number E348315 No substitution of brand or model</p>	6	\$ <u>25.88</u>

Terms:

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

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

Web Site:

The bidder should state web site address if online invoicing is available: Not Available

Amendment 3 makes the following revisions to IFB I3Z1379225

Bid due date extended until July 3, 2013

Added paragraph 3.1.2.b.

Revised paragraph 3.2.1.b. and c.

Revised line item 001 on Exhibit A, Pricing Page.

Deleted line item 002 on Exhibit A, Pricing Page.

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

AMENDMENT 2 IFB I3Z1379225

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 34**

Bids Must Be Received No Later Than:

**REVISED BY AMENDMENT 2
2:00 p.m., June 27, 2013**

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 bidder 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: Shawntech Communications, Inc.

Mailing Address: 1700 Lyons Road

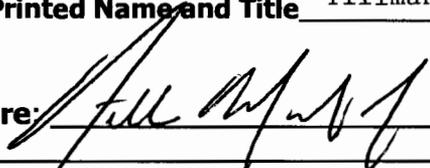
City, State Zip: Dayton, Ohio 45458

Telephone: 937-898-4724 **Fax:** 937-898-4447

Federal EIN #: 31-1487203 **State Vendor #** Applied for..

Email: records@shawntech.com

Authorized Signer's Printed Name and Title Tillman Mosley Jr., Director of Sales

Authorized Signature:  **Bid Date** July 2, 2013

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date _____

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

Amendment 2 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 27, 2013

Revises section 3.2.1.a.(3)

Revises section 3.6.1

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

AMENDMENT 1 IFB I3Z1379225

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 32**

Bids Must Be Received No Later Than:

**REVISED BY AMENDMENT 1
2:00 p.m., June 6, 2013**

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 bidder 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: Shawntech communications, Inc.
Mailing Address: 1700 Lyons Road
City, State Zip: Dayton, Ohio 45458
Telephone: 937-898-4724 **Fax:** 937-898-4447
Federal EIN #: 31-1487203 **State Vendor #** Applied for....
Email: records@shawntech.com

Authorized Signer's Printed Name and Title Tillman Mosley Jr., Director of Sales

Authorized Signature: *Tillman Mosley Jr.* **Bid Date** July 2, 2013

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

Contract No.

Dave Dormire, Director, Division of Adult Institutions

Date

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

Amendment 1 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 6, 2013

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

IFB I3Z1379225

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 30**

Bids Must Be Received No Later Than:

2:00 p.m., May 23, 2013

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 bidder 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: Shawntech Communications, Inc.
Mailing Address: 1700 Lyons road
City, State Zip: Dayton, Ohio 45458
Telephone: 937-898-4724 **Fax:** 937-898-4447
Federal EIN #: 31-1487203 **State Vendor #** Applied For..
Email: records@shawntech.com

Authorized Signer's Printed Name and Title Tillman Mosley Jr. Director of Sales

Authorized Signature: *Tillman Mosley Jr.* **Bid Date** July 2, 2013

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

Contract No.

Dave Dormire, Director, Division of Adult Institutions

Date

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

**EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

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

Qualifying for the Domestic Products Preference:

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

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

Non-Domestic Product:

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

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

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

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

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

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

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
1	Custom Kiosk - Louisville, Colorado		

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
3	China		
4	China		

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

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

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

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

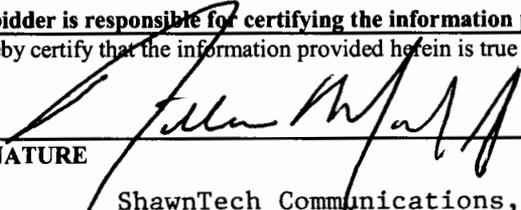
TABLE 6 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- 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

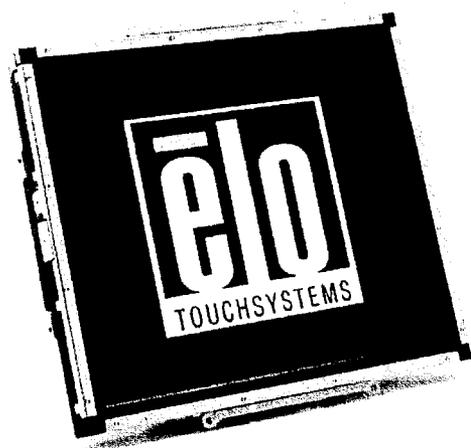
The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo.

	Tillman Mosley Jr,
SIGNATURE	
	ShawnTech Communications, Inc.
COMPANY NAME	

1537L 15" LCD Rear-Mount Touchmonitor

Space-saving design ideal for kiosk, gaming, and light industrial applications



Applications

- Kiosk information systems
- Gaming and amusement
- Light industrial shop-floor automation

Elo's 1537L rear-mount LCD touchmonitor is designed and developed to complement the company's expanding family of touch solutions for kiosk information systems, gaming and amusement, and light industrial shop-floor automation. This compact touchmonitor is "designed for touch," with Elo's proven expertise and reliability already built in from the ground up and not added as an afterthought by altering an existing monitor. An integrated precision minibezel seals the touchscreen against dirt, dust and liquids, simplifying integration into the customer's enclosure. A long-lasting product cycle can be expected as Elo controls the design and tooling, so future-generation panels can be phased-in without external changes.

The 1537L rear-mount LCD touchmonitor is available with a choice of Elo's IntelliTouch surface wave, AccuTouch five-wire resistive or surface capacitive touch technologies, plus a dual serial/USB touch interface. Worldwide agency approvals cover the whole monitor, which is designed, built, serviced and supported by Elo, a single-source supplier. The 1537L rear-mount LCD touchmonitor provides a truly economical solution for system integrators and VARs.

Benefits

- Entry-level monitor with Elo reliability and quality at an economical price point
- "Designed for touch" from the ground up
- Choice of Elo's IntelliTouch, AccuTouch or surface capacitive touch technologies
- Touchscreen sealed against dirt, dust and liquids
- Compact and easy to integrate with mounting from sides or top and bottom; plus VESA mount option
- Dual serial and USB touch interface
- Worldwide agency approvals
- Three-year standard warranty in the U.S.

1537L 15" LCD Rear-Mount Touchmonitor

Case/Bezel color	Black minibezel
Display type	Active matrix TFT LCD
Display size	15.0" diagonal
Aspect ratio	4 x 3
Useful screen area	Horizontal: 12" (304 mm); Vertical: 9" (228 mm)
Monitor dimensions	Width: 13.2" (336mm) Height: 10.4" (264mm) Depth: 1.6" (41mm)
Dimensional drawing number	MS500580
Optimal (native) resolution	1024 x 768
Other supported resolutions	1024 x 768 at 60, 65 (Sun), 70, or 75 Hz 832 x 624 at 75 Hz (Mac) 800 x 600 at 56, 60, 72, or 75 Hz 720 x 400 at 70 Hz 720 x 350 at 70 Hz 640 x 480 at 60, 66 (Mac), 72, or 75 Hz
Colors	16.2 million colors with dithering
Brightness (typical)	LCD panel: 250 cd/m ²
LCD panel with touchscreen (typical)	IntelliTouch: 230 cd/m ² ; AccuTouch: 205 cd/m ² ; surface capacitive: 212 cd/m ²
Response time	Trise = 5 msec; Tfall = 12 msec; Total = 17 msec
Viewing angle (from center)	Horizontal (left / right): ±60° or 120° total; Vertical (up /down): 40°/ 60° or 100° total
Contrast ratio (typical)	400:1
Input video format	RGB analog
Input sync format	Separate H & V sync, composite sync, and sync-on-green
Input video signal connector	Mini D-Sub 15-Pin VGA type
Scanning frequency	Horizontal: 31.5 - 60.2 kHz; Vertical: 56.3 - 75 Hz
Power dissipation	30 W max.
Power supply	Type: external brick; Input (line) voltage: 100-240 VAC, 50/60Hz; Monitor input voltage, current: +12VDC +/- 5% at 2.5A maximum
Temperature	Operating: 0°C to 40°C; Storage: -20°C to 60°C
Humidity	Operating: 20% to 80% (non-condensing); Storage: 10% to 90% (non-condensing)
Backlight lamp life	Typical 30,000 hours to half brightness
Monitor MTBF (excluding lamps)	50,000 hours demonstrated
Weight (approx.)	Actual: 6.6 lbs (3.0 kg); Shipping: 9.7 lbs (4.4 kg)
Warranty	Touchmonitor: 3 years in U.S.
User's controls	OSD buttons: menu, up, down, select, power; OSD: contrast, brightness, H/V position, RGB (color temp), clock, phase, recall, language (English, German, Spanish, Japanese, French); OSD disable/enable: power, OSD menu
Mounting options	100 mm or 75 mm VESA mount; Rear mount through bezel or with brackets; Mounting brackets included
Agency Certification	UL, cUL, FCC, CE, TÜV-GS, VCCI, IC, C-Tick

Find out more about Elo's extensive range of touch solutions. Go to www.elotouch.com, or simply call the office nearest you.

Corporate Headquarters
Elo TouchSystems
301 Constitution Drive
Menlo Park, CA 94025-1110

800-ELO-TOUCH
Tel 1-650-361-4700
Fax 1-650-361-4747
eloinfo@elotouch.com

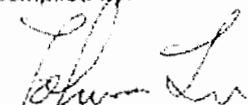
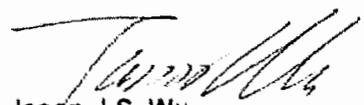
Europe Headquarters
Tel +32 (0)16 35 21 00
Fax +32 (0)16 35 21 01
elosales@elotouch.com

Asia-Pacific Headquarters
Tel +81 (45) 478-2161
Fax +81 (45) 478-2180
www.tps.co.jp

Latin America Headquarters
Tel 1-305-428-5210
Fax 1-305-717-4909
www.elotouch.com.ar

Elo TouchSystems reserves the right to change or update, without notice, any information contained herein; to change, without notice, the design, construction, materials, processing or specifications of any products; and to discontinue or limit production or distribution of any products.

Elo TouchSystems, AccuTouch, and IntelliTouch are trademarks of Tyco Electronics Corporation. Copyright 2006 Tyco Electronics Corporation. ELO-166 Printed in USA 1/06

Prüfbericht - Nr.: Test Report No.:	10015315 001	Seite 1 von 27 Page 1 of 27
Auftraggeber: Client:	Elo TouchSystems Inc. 301 Constitution Drive Menlo Park, CA 94025-1111, USA	Prüfung und Genehmigung approved and approved JAN 20 2006 TÜV Rheinland Group
Gegenstand der Prüfung: Test Item:	LCD Touchmonitor	
Bezeichnung: Identification:	ET1537L-XXXA-X	Serien-Nr.: Serial No.: Refer to page 4, test report 1.2 Remark Definition
Wareneingangs-Nr.: Receipt No.:	TPE22423	Eingangsdatum: Date of Receipt: 2005-11-10
Prüfört: Testing Location:	TÜV Rheinland Taiwan Ltd. , 7F, No. 2, Ming Chuan East Rd. Sec.3 Taipei, Taiwan, R.O.C.	
Prüfgrundlage: Test Specification:	WEEE Directive 2002/96/EC Article 7-Recovery	
Prüfergebnis: Test Result:	Der vorstehend beschriebene Prüfgegenstand wurde geprüft und entspricht oben genannter Prüfgrundlage. The above-mentioned test item passed the test specification.	
Prüflaboratorium/ Testing Laboratory: TÜV Rheinland Taiwan Ltd.		
zusammengestellt/ compiled by: kontrolliert/ checked by:		
		
		
2006-01-18 Datum Date	Johnson Y.F. Lu Name Name	Unterschrift Signature
2006-01-18 Datum Date	Jason J.S. Wu Name Name	Unterschrift Signature
Sonstiges/ Other Aspects:		
Order number: 113070592		
Abkürzungen: ok / P = entspricht Prüfgrundlage fail / F = entspricht nicht Prüfgrundlage n.a. / N = nicht anwendbar		
Abbreviations: ok / P = passed fail / F = failed n.a. / N = not applicable		
Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens. This test report relates to the a m test sample Without permission of the test center this test report is not permitted to be duplicated in extracts This test report does not entitle to carry any safety mark on this or similar products.		

Specification Sheet for IFB I3Z1379225

Line Item - 001 – Complete Kiosk Machine – Custom designed by Kiosk.com

Line item – 002 – Wyse R50L Thin Client – Part number: 909546-01L

Line item – 003 – ELO 1537L 15" Flat Panel Touch Monitor – Part number: EE701210

See attachment.

Line item – 004 – ELO Power Adaptor – Part number: E348315 – This part is replaced by E005277.

1938LAccessories, 12V DC Power Brick with Cable, For 1537L, 1739L, 1938L, 1939L, 12V

E005277 - Elo Touch screen Accessories

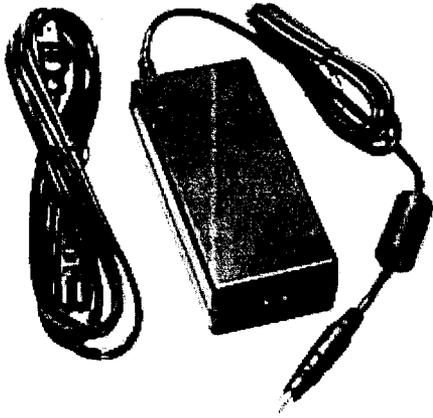


Figure 1 - E005277 Accessories, power brick (12v,4.16A, 50W)

Specification Sheet for IFB I3Z1379225

Line Item - 001 – Complete Kiosk Machine – Custom designed by Kiosk.com

Line item – 002 – Removed.

Line item – 003 – ELO 1537L 15" Flat Panel Touch Monitor – Part number: EE701210

See attachment.

Line item – 004 – ELO Power Adaptor – Part number: E348315 – This part is replaced by E005277.

1938LAccessories, 12V DC Power Brick with Cable, For 1537L, 1739L, 1938L, 1939L, 12V

E005277 - Elo Touch screen Accessories



Figure 1 - E005277 Accessories, power brick (12v,4.16A, 50W)

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov

AMENDMENT 2 IFB I3Z1379225

Purchase of Kiosk Machines and Components

FOR
Department of Corrections
Various Locations Statewide

Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 30

Bids Must Be Received No Later Than:

**REVISED BY AMENDMENT 2
2:00 p.m., June 27, 2013**

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 bidder 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: Shawntech Communications, Inc.

Mailing Address: 1700 Lyons Road

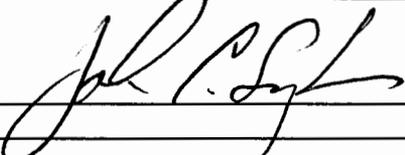
City, State Zip: Dayton, Ohio 45458

Telephone: 937-898-4724 Fax: 937-898-4447

Federal EIN #: 31-1487203 State Vendor # Applied For...

Email: Records@shawntech.com

Authorized Signer's Printed Name and Title John Snyder, Chief Operations Officer

Authorized Signature:  Bid Date June 10, 2013

NOTICE OF AWARD:

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

Contract No.

Dave Dormire, Director, Division of Adult Institutions

Date

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

Amendment 2 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 27, 2013

Revises section 3.2.1.a.(3)

Revises section 3.6.1

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

**AMENDMENT 1
IFB I3Z1379225**

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 30**

Bids Must Be Received No Later Than:

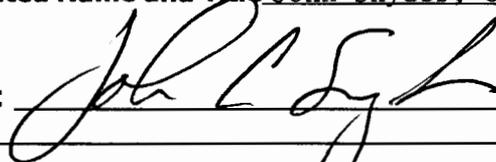
**REVISED BY AMENDMENT 1
2:00 p.m., June 6, 2013**

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 bidder 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: Shawntech Communications, Inc.
Mailing Address: 1700 Lyons Road
City, State Zip: Dayton, Ohio 45458
Telephone: 937-898-4724 **Fax:** 937-898-4447
Federal EIN #: 31-1487203 **State Vendor #** Applied for..
Email: records@shawntech.com

Authorized Signer's Printed Name and Title John Snyder, Chief Operations Officer

Authorized Signature:  **Bid Date** June 10, 2013

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date _____

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

Amendment 1 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 6, 2013

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov

IFB I3Z1379225

Purchase of Kiosk Machines and Components

FOR
Department of Corrections
Various Locations Statewide

Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 30

Bids Must Be Received No Later Than:

2:00 p.m., May 23, 2013

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 bidder 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: ShawnTech Communications, Inc.

Mailing Address: 1700 Lyons Road

City, State Zip: Dayton, Ohio 45458

Telephone: 937-898-4724 Fax: 937-898-4447

Federal EIN #: 31-1487203 State Vendor # Applied for

Email: records@shawntech.com

Authorized Signer's Printed Name and Title John Snyder, Chief Operations Officer

Authorized Signature: 

Bid Date May 21, 2013

NOTICE OF AWARD:

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

Contract No.

Dave Dormire, Director, Division of Adult Institutions

Date

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

EXHIBIT A
Pricing Page

The bidder must provide firm fixed prices below for each line item. The price shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.

Line Item	Description	Estimated Quantity	Firm, Fixed Price
001	Complete Kiosk Machine To include all of the following components: <ul style="list-style-type: none"> • Cabinet per the specifications stated herein. • Wyse R50L Thin Client, part number 909546-01L No substitution of brand or model • ELO 1537L Touchscreen Monitor part number EE701210 No substitution of brand or model • ELO Power Adaptor part number E348315 No substitution of brand or model Components assembled per the specifications stated herein prior to shipping. Brand of cabinet bid: <u>Customed kiosk designed for Missouri DOC by Kiosk.com</u>	10	\$ <u>4,530.18</u>
002	Wyse R50L Thin Client Part number 909546-01L No substitution of brand or model	3	\$ <u>294.02</u>
003	ELO 1537L 15" Flat Panel Touch Monitor Part number EE701210 No substitution of brand or model	6	\$ <u>553.92</u>
004	ELO Power Adaptor Part number E348315 No substitution of brand or model	6	\$ <u>25.88</u>

Terms:

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

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

Web Site:

The bidder should state web site address if online invoicing is available: Not Available

Exhibit A (continued)

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 _____ Disagreement Not in agreement - Will consider setting up an an account after award.

RENEWAL OPTION The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1 ST Renewal Period:	original price + <u>2</u> %	OR	original price - _____ %
2nd Renewal Period:	original price + <u>4</u> %	OR	original price - _____ %
3rd Renewal Period:	original price + <u>6</u> %	OR	original price - _____ %
4th Renewal Period:	original price + <u>8</u> %	OR	original price - _____ %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services 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: ShawnTech Communications, Inc.

Printed Name: John Snyder Email Address: records@shawntech.com

Authorized Signature:  Date: May 21, 2013



STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
VENDOR INFORMATION DATA

Purchasing Section
P.O. Box 236
Jefferson City, Missouri 65102
Telephone: (573) 526-3268 Fax: (573) 522-8407

BUSINESS NAME AS FILED WITH THE IRS ShawnTech Communications		
TAXPAYER ID TYPE <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	TAXPAYER IDENTIFICATION NUMBER OR SSN 31-1487203	NOT FOR PROFIT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TAXPAYER MINORITY STATUS See <http://oa.mo.gov/purch/mbewbe.htm> for more information.

<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Applicable	MISSOURI MBE/WBE CERTIFICATION NUMBER M00794		
POST OFFICE BOX	STREET ADDRESS 1700 Lyons Road, Suite C		
CITY Dayton	STATE OH	ZIP CODE 45458	COUNTY Montgomery
TELEPHONE NUMBER (937) 898-4724	FAX NUMBER (937) 898-4447	E-MAIL ADDRESS FOR NOTIFICATION OF BIDS sales@shawntech.com	

PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)

BUSINESS NAME			
POST OFFICE BOX	STREET ADDRESS		
CITY	STATE	ZIP CODE	
CONTACT	TELEPHONE NUMBER	FAX NUMBER	

The Office of Administration mandates all vendors to use Automatic Deposit for payment. That form can be found on-line at the following web address:
http://oa.mo.gov/acct/vendor_ach_efd.pdf.

CHIEF EXECUTIVE OFFICER

FULL NAME Lance Fancher		
TITLE President/CEO	TELEPHONE NUMBER (937) 898-4724	EXTENSION

CONTRACT INTERESTS (X THOSE THAT APPLY)

<input type="checkbox"/> Banking Services	<input type="checkbox"/> Cable-TV-Satellite	<input type="checkbox"/> Canteen Resale (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Commodity (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygram Exam Services	<input type="checkbox"/> Reentry-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input checked="" type="checkbox"/> Other (Specify Below)	For service interests, specify the county(ies) you are willing to provide services or indicate statewide:	

OTHER - SPECIFY Kiosk units and components
--

BUSINESS WEBSITE (IF APPLICABLE) www.shawntech.com
--

NOTE: Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at <https://www.moolb.mo.gov>.

SUBMITTED BY John Snyder	DATE 05/21/2013
------------------------------------	---------------------------

**EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

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

Qualifying for the Domestic Products Preference:

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

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

Non-Domestic Product:

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

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

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

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

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

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

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
1	Custom Kiosk - Louisville, Colorado		

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
2	China		
3	China		
4	China		

(Exhibit continues on next page)

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

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

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

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

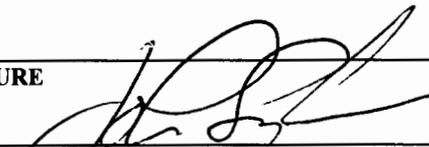
TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo.

SIGNATURE	
COMPANY NAME	ShawnTech Communications, Inc.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

***REQUIRED FIELDS**

*NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN ShawnTech Communications	*FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER 31-1487203
1700 Lyons Road	*TYPE OF ENTITY <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input type="checkbox"/> Other _____
Suite C	DATE OF CHANGE
Dayton, OH 45458	PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER
REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE	PREVIOUS NAME
	PREVIOUS ADDRESS
	COMMENTS
PURCHASE ORDER NAME/ADDRESS IF DIFFERENT THAN ABOVE	

TO BE COMPLETED BY FINANCIAL INSTITUTION

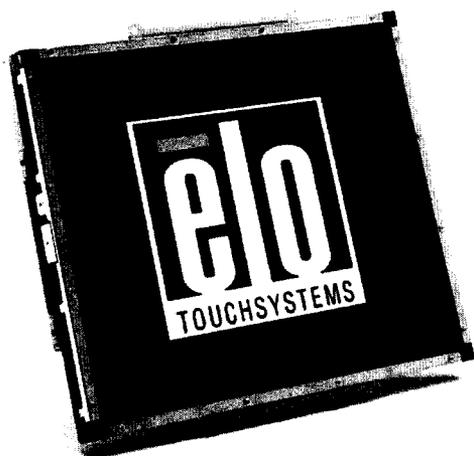
NAME/ADDRESS OF FINANCIAL INSTITUTION Key Bank
127 Public Square
Cleveland, OH 44114
DEPOSITOR ROUTING NUMBER 041001039
DEPOSITOR ACCOUNT NUMBER 359681040200
NAME ON ACCOUNT ShawnTech Communications, Inc
TYPE OF ACCOUNT <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION <i>Rochelle C Hudson</i>
PRINT NAME Rochelle C Hudson
TITLE C.S.I.
TELEPHONE NUMBER 937.439.0603
DATE 5-22-13

<input checked="" type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law.
This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it.
<input type="checkbox"/> I (We) hereby cancel my (our) ACH/EFT authorization.
*VENDOR SIGNATURE <i>[Signature]</i>
*PRINT NAME John Snyder
*TITLE COO
EMAIL ADDRESS jsnyder@shawntech.com
*TELEPHONE (937) 898-4724
*DATE 05/22/2013

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)	<input type="checkbox"/> Exempt from Backup Withholding
Under penalties of perjury, I certify that:	
I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
III. I am a U.S. person (including a U.S. resident alien).	
Certification instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
SIGNATURE <i>Thomas V Dearly</i>	

1537L 15" LCD Rear-Mount Touchmonitor

Space-saving design ideal for kiosk, gaming, and light industrial applications



Applications

- Kiosk information systems
- Gaming and amusement
- Light industrial shop-floor automation

Elo's 1537L rear-mount LCD touchmonitor is designed and developed to complement the company's expanding family of touch solutions for kiosk information systems, gaming and amusement, and light industrial shop-floor automation. This compact touchmonitor is "designed for touch," with Elo's proven expertise and reliability already built in from the ground up and not added as an afterthought by altering an existing monitor. An integrated precision minibezel seals the touchscreen against dirt, dust and liquids, simplifying integration into the customer's enclosure. A long-lasting product cycle can be expected as Elo controls the design and tooling, so future-generation panels can be phased-in without external changes.

The 1537L rear-mount LCD touchmonitor is available with a choice of Elo's IntelliTouch surface wave, AccuTouch five-wire resistive or surface capacitive touch technologies, plus a dual serial/USB touch interface. Worldwide agency approvals cover the whole monitor, which is designed, built, serviced and supported by Elo, a single-source supplier. The 1537L rear-mount LCD touchmonitor provides a truly economical solution for system integrators and VARs.

Benefits

- Entry-level monitor with Elo reliability and quality at an economical price point
- "Designed for touch" from the ground up
- Choice of Elo's IntelliTouch, AccuTouch or surface capacitive touch technologies
- Touchscreen sealed against dirt, dust and liquids
- Compact and easy to integrate with mounting from sides or top and bottom; plus VESA mount option
- Dual serial and USB touch interface
- Worldwide agency approvals
- Three-year standard warranty in the U.S.

1537L 15" LCD Rear-Mount Touchmonitor

Case/Bezel color	Black minibezel
Display type	Active matrix TFT LCD
Display size	15.0" diagonal
Aspect ratio	4 x 3
Useful screen area	Horizontal: 12" (304 mm); Vertical: 9" (228 mm)
Monitor dimensions	Width: 13.2" (336mm) Height: 10.4" (264mm) Depth: 1.6" (41mm)
Dimensional drawing number	MS500580
Optimal (native) resolution	1024 x 768
Other supported resolutions	1024 x 768 at 60, 65 (Sun), 70, or 75 Hz 832 x 624 at 75 Hz (Mac) 800 x 600 at 56, 60, 72, or 75 Hz 720 x 400 at 70 Hz 720 x 350 at 70 Hz 640 x 480 at 60, 66 (Mac), 72, or 75 Hz
Colors	16.2 million colors with dithering
Brightness (typical)	LCD panel: 250 cd/m ²
LCD panel with touchscreen (typical)	IntelliTouch: 230 cd/m ² ; AccuTouch: 205 cd/m ² ; surface capacitive: 212 cd/m ²
Response time	Trise = 5 msec; Tfall = 12 msec; Total = 17 msec
Viewing angle (from center)	Horizontal (left / right): ±60° or 120° total; Vertical (up /down): 40°/ 60° or 100° total
Contrast ratio (typical)	400:1
Input video format	RGB analog
Input sync format	Separate H & V sync, composite sync, and sync-on-green
Input video signal connector	Mini D-Sub 15-Pin VGA type
Scanning frequency	Horizontal: 31.5 - 60.2 kHz; Vertical: 56.3 - 75 Hz
Power dissipation	30 W max.
Power supply	Type: external brick; Input (line) voltage: 100-240 VAC, 50/60Hz; Monitor input voltage, current: +12VDC +/- 5% at 2.5A maximum
Temperature	Operating: 0°C to 40°C; Storage: -20°C to 60°C
Humidity	Operating: 20% to 80% (non-condensing); Storage: 10% to 90% (non-condensing)
Backlight lamp life	Typical 30,000 hours to half brightness
Monitor MTBF (excluding lamps)	50,000 hours demonstrated
Weight (approx.)	Actual: 6.6 lbs (3.0 kg); Shipping: 9.7 lbs (4.4 kg)
Warranty	Touchmonitor: 3 years in U.S.
User's controls	OSD buttons: menu, up, down, select, power; OSD: contrast, brightness, H/V position, RGB (color temp), clock, phase, recall, language (English, German, Spanish, Japanese, French); OSD disable/enable: power, OSD menu
Mounting options	100 mm or 75 mm VESA mount; Rear mount through bezel or with brackets; Mounting brackets included
Agency Certification	UL, cUL, FCC, CE, TÜV-GS, VCCI, IC, C-Tick

Find out more about Elo's extensive range of touch solutions. Go to www.elotouch.com, or simply call the office nearest you.

Corporate Headquarters
Elo TouchSystems
301 Constitution Drive
Menlo Park, CA 94025-1110

800-ELO-TOUCH
Tel 1-650-361-4700
Fax 1-650-361-4747
eloinfo@elotouch.com

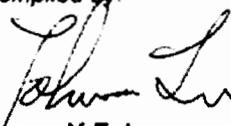
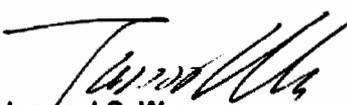
Europe Headquarters
Tel +32 (0)16 35 21 00
Fax +32 (0)16 35 21 01
elosales@elotouch.com

Asia-Pacific Headquarters
Tel +81 (45) 478-2161
Fax +81 (45) 478-2180
www.tps.co.jp

Latin America Headquarters
Tel 1-305-428-5210
Fax 1-305-717-4909
www.elotouch.com.ar

Elo TouchSystems reserves the right to change or update, without notice, any information contained herein; to change, without notice, the design, construction, materials, processing or specifications of any products; and to discontinue or limit production or distribution of any products.

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Prüfbericht - Nr.: <i>Test Report No.:</i>	10015315 001	Seite 1 von 27 <i>Page 1 of 27</i>
Auftraggeber: <i>Client:</i>	Elo TouchSystems Inc. 301 Constitution Drive Menlo Park, CA 94025-1111, USA	Geprüft und genehmigt (Reviewed and approved) JAN 20 2006 TÜV Rheinland Group
Gegenstand der Prüfung: <i>Test Item:</i>	LCD Touchmonitor	
Bezeichnung: <i>Identification:</i>	ET1537L-XXA-X	Serien-Nr.: Refer to page 4, test report <i>Serial No.:</i> 1.2 Remark Definition
Wareneingangs-Nr.: <i>Receipt No.:</i>	TPE22423	Eingangsdatum: 2005-11-10 <i>Date of Receipt:</i>
Prüfört: <i>Testing Location:</i>	TÜV Rheinland Taiwan Ltd. , 7F, No. 2, Ming Chuan East Rd. Sec.3 Taipei, Taiwan, R.O.C.	
Prüfgrundlage: <i>Test Specification:</i>	WEEE Directive 2002/96/EC Article 7-Recovery	
Prüfergebnis: <i>Test Result:</i>	Der vorstehend beschriebene Prüfgegenstand wurde geprüft und entspricht oben genannter Prüfgrundlage. The above-mentioned test item passed the test specification.	
Prüflaboratorium/ Testing Laboratory: TÜV Rheinland Taiwan Ltd.		
zusammengestellt/ compiled by:  kontrolliert/ checked by: 		
2006-01-18 <i>Date</i>	Johnson Y.F. Lu <i>Name</i>	2006-01-18 <i>Date</i>
Unterschrift <i>Signature</i>	Jason J.S. Wu <i>Name</i>	Unterschrift <i>Signature</i>
Sonstiges/ Other Aspects:		
Order number: 113070592		
Abkürzungen: <i>Abbreviations:</i>	ok / P = entspricht Prüfgrundlage fail / F = entspricht nicht Prüfgrundlage n.a. / N = nicht anwendbar	ok / P = passed fail / F = failed n.a. / N = not applicable
Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens. This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.		

Specification Sheet for IFB I3Z1379225

Line Item - 001 – Complete Kiosk Machine – Custom designed by Kiosk.com

Line item – 002 – Wyse R50L Thin Client – Part number: 909546-01L

Line item – 003 – ELO 1537L 15" Flat Panel Touch Monitor – Part number: EE701210

See attachment.

Line item – 004 – ELO Power Adaptor – Part number: E348315 – This part is replaced by E005277.

1938LAccessories, 12V DC Power Brick with Cable, For 1537L, 1739L, 1938L, 1939L, 12V

E005277 - Elo Touch screen Accessories



Figure 1 - E005277 Accessories, power brick (12v,4.16A, 50W)

Stoll, Gary

From: Tillman Mosley [tmosley@shawntech.com]
Sent: Thursday, July 11, 2013 11:57 AM
To: Dudenhoeffer, Alicia
Cc: Stoll, Gary
Subject: FW: 3 page MaxEmail fax from 573 522 1265
Attachments: az051a2m.pdf

Attached is the requested form...

From: Tammie Boggs
Sent: Thursday, July 11, 2013 12:52 PM
To: Tillman Mosley
Subject: FW: 3 page MaxEmail fax from 573 522 1265

Tammie Boggs

Staff Accountant

ShawnTech Communications, Inc.

937.665.1635

tboggs@shawntech.com

www.shawntech.com

Providing over 25 years of legendary service

From: Ashlee Alsop
Sent: Thursday, July 11, 2013 12:41 PM
To: Tammie Boggs
Subject: FW: 3 page MaxEmail fax from 573 522 1265

Ashlee Alsop

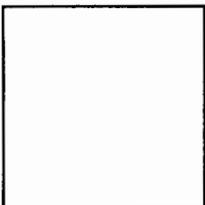
ShawnTech Communications, Inc.

Executive Assistant

937-898-4724

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From: MaxEmail [<mailto:maxemail-bounce@maxemail.com>]
Sent: Thursday, July 11, 2013 12:40 PM
To: Ashlee Alsop
Subject: 3 page MaxEmail fax from 573 522 1265



You received a 3 page fax from 573 522 1265 on Thu, 11 Jul 2013 12:39:31 -0400. The message is attached to this email.

The caller ID for this fax is 5735220000.

The reference number for this message is 6144370980-AZ051A2M.

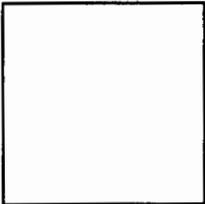
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Missouri DEPARTMENT OF REVENUE

TAXATION DIVISION
FACSIMILE TRANSMITTAL SHEET

Date: July 11, 2013

TO: SHAWNTECH COMMUNICATIONS INC FAX NUMBER: 937-898-4447	FROM: TK TAX CLEARANCE FAX NUMBER: 573-522-1265
---	--

RE: VENDOR NO TAX DUE

SPECIAL INSTRUCTIONS/REMARKS

ANY PROBLEMS WITH TRANSMITTAL, CALL: 573-751-9268	TOTAL NUMBER OF PAGES (INCLUDING TRANSMITTAL SHEET) 3
--	--

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



Missouri
DEPARTMENT OF REVENUE

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

SHAWNTECH COMMUNICATIONS INC
1700 LYONS RD UNIT C
DAYTON-OH 45458-1883

July 11, 2013

RE: MISSOURI TAX ID NUMBER: 16360915
FEDERAL IDENTIFICATION NUMBER: 311487203

Dear Sir or Madam:

Thank you for contacting the Department of Revenue. This is in response to your request for a Vendor No Tax Due in accordance with House Bill 600, Section 34.040.6 RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, please feel free to contact us at the above address or telephone number.

TAXATION DIVISION

TK:DU0978

Enclosure

CBN045
201319200300395

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



Missouri
DEPARTMENT OF REVENUE

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

VENDOR NO TAX DUE

SHAWNTECH COMMUNICATIONS INC
1700 LYONS RD UNIT C
DAYTON OH 45458

DATE ISSUED: JULY 11, 2013

MISSOURI TAX ID NUMBER: 16360915
FEDERAL IDENTIFICATION NUMBER: 311487203

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

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

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

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

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

Dwayne Maples
Administrator, Business Tax

TK:DU0978

CBN045
201319200300395

Shawnee Community Center, Inc.
1700 Lyon
Rayon, MO 64581

Missouri Department of Corrections
Special Management Unit
Procurement Section
2429 Plaza Drive
Jefferson City, MO 64102

Attn: Purchasing Manager, Cary Scott Cobb

IFB Number: IFB I3Z1379225
Opening Date: June 27, 2013
Opening Time: 2:00 p.m.
Title: Purchase of Kiosk Machines and
Components for Missouri DOC

Extremely Urgent

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JEFFERSON CITY MO 65109-4408

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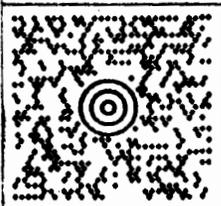
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JUN 12 09:36167 8013

SHIPPING DEPARTMENT
(937) 898-4727
SHALNTECH COMMUNICATIONS, INC.
1700 LYONS RD
CENTERVILLE OH 45458-1883

1 LBS

1 OF 1

SHIP TO:
PURCHASING MANAGER: GARY STOLL
MISSOURI DEPARTMENT OF CORRECTIONS
PURCHASING SECTION
FISCAL MANAGEMENT UNIT
2729 PLAZA DRIVE
JEFFERSON CITY MO 65102

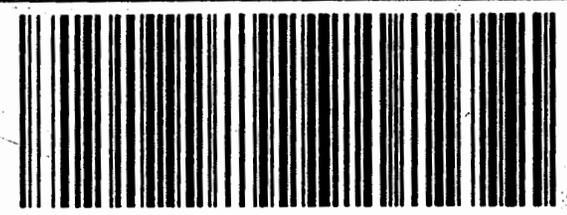


MO 651 0-01



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BILLING: P/P
06-12-13A10:39 RC

FDA Product: 602-6630
Description or Initials: IFB Response I321379225
HS 12.0.17 LP2442 38.0A 04/2013

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IFB Number: IFB I321379225
Opening Date: June 27, 2013
Opening Time: 2:00 p.m.
Title: Purchase of Kiosk Machines
and Components for Missouri DOC



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- To qualify for the Letter rate, the UPS Express Envelopes weighing more than 8 oz. or less.

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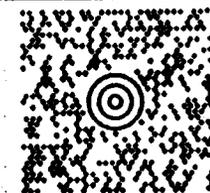
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VJHIDL US 6510 HOJEF106 NIP 12.1.6 JUL 03 07:47:147 2013 ZEBRAZ1400



SHIP TO:
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(573) 526-6402
MISSOURI DEPARTMENT OF CORRECTIONS
PURCHASING SECTION
FISCAL MANAGEMENT UNIT
2729 PLAZA DRIVE
JEFFERSON CITY MO 65109

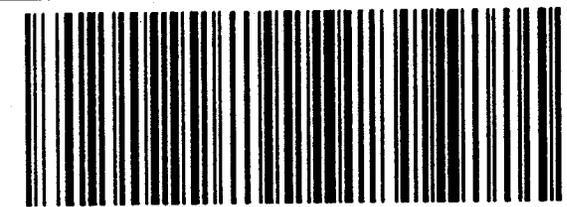


MO 651 0-01



UPS EARLY A.M. TRACKING #: 1Z 270 AR0 15 6126 9938

1+



Opening Date: July 3, 2013 at 2:00 p.m.

IFB I3Z1379225 - Amendment 3

Purchase of Kiosk Machines and Components for
Department of Corrections - Various Locations Statewide
Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013

Bids Must Be Received No Later Than:
REVISED BY AMENDMENT 3
2:00 p.m., July 3, 2013

BILLING: P/P

07-03-13A08:22 RCVD

FDA Product: 602-6630
Description or Initials: IFB I3X1379225 Bid Response
US 12.8.17 LPA 04/04/2013

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INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
-Gary.Stoll@doc.mo.gov

AMENDMENT 3 IFB I3Z1379225

Purchase of Kiosk Machines and Components

FOR
Department of Corrections
Various Locations Statewide

Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

REVISED BY AMENDMENT 3
2:00 p.m., July 3, 2013

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 bidder 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: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor # _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ Bid Date _____

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

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

Amendment 3 makes the following revisions to IFB I3Z1379225

Bid due date extended until July 3, 2013

Added paragraph 3.1.2.b.

Revised paragraph 3.2.1.b. and c.

Revised line item 001 on Exhibit A, Pricing Page.

Deleted line item 002 on Exhibit A, Pricing Page.

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

**AMENDMENT 2
IFB I3Z1379225**

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 34**

Bids Must Be Received No Later Than:

**REVISED BY AMENDMENT 2
2:00 p.m., June 27, 2013**

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 bidder 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: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ **Fax:** _____

Federal EIN #: _____ **State Vendor #** _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ **Bid Date** _____

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date _____

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

Amendment 2 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 27, 2013

Revises section 3.2.1.a.(3)

Revises section 3.6.1

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

**AMENDMENT 1
IFB I3Z1379225**

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 32**

Bids Must Be Received No Later Than:

**~~REVISED BY AMENDMENT 1~~
2:00 p.m., June 6, 2013**

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 bidder 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: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ **Fax:** _____

Federal EIN #: _____ **State Vendor #** _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ **Bid Date** _____

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date _____

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

Amendment 1 makes the following revisions to IFB I3Z1379225

Bid due date extended until June 6, 2013

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll CPPB
Purchasing Manager
Telephone: (573)526-6402
Gary.Stoll@doc.mo.gov**

IFB I3Z1379225

Purchase of Kiosk Machines and Components

**FOR
Department of Corrections
Various Locations Statewide**

**Contract Period: Date of Award through One Year
Date of Issue: April 30, 2013
Page 1 of 30**

Bids Must Be Received No Later Than:

2:00 p.m., May 23, 2013

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 bidder 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: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ **Fax:** _____

Federal EIN #: _____ **State Vendor #** _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ **Bid Date** _____

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

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

1. INTRODUCTION

1.1. Purpose

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as Department) is accepting bids to establish a contract for the purchase of kiosk machines and components on an as needed, if needed basis for twenty-one (21) correctional institutions statewide and the Department's central office in Jefferson City MO (see Attachment 1).
- 1.1.2 This bid is for the purchase of kiosk machines and hardware components, and the assembly of kiosk machines prior to shipment. This bid does not include any software, programming or on-site installation.
- 1.1.3 Expenditures from general revenue funds are not included in this contract.

1.2. Contact

- 1.2.1 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this and future bidding opportunities.**

1.3. Background Information

- 1.3.1 The Department operates canteens at twenty-one (21) correctional institutions for offenders to purchase various items. The point-of-sale system for the canteens was developed in-house. As part of the point-of-sale system, kiosk machines are installed at various places throughout all institutions for offenders to check their account balances, pre-order items they wish to purchase at the canteen and various other functions.
- 1.3.2 Each complete kiosk machine consists of a fully enclosed one-quarter inch (1/4") thick cast aluminum cabinet with stainless steel front and two security locks, a Wyse R50L thin client without a hard drive, an ELO 1537L fifteen inch (15") flat panel touchscreen monitor with black minibezel, and an ELO power adapter.
- a. See Attachment 2 for pictures of the cabinet currently in use. The pictures are provided for reference purposes only.
- Added by Amendment 3**
- b. *The thin clients will be obtained by the department independent of this contract and installed in the kiosk machine by the department.*
- 1.3.3 The proprietary operating system for the kiosk machines is on an OA-ITSD created jump drive which plugs into the thin client. Because the software was developed to work with a Wyse thin client and ELO touchscreen monitor, no substitution of brands is permissible on these components.
- 1.3.4 The Department maintains a spare parts inventory of thin clients and touchscreen monitors at its central office in Jefferson City MO.
- 1.3.5 The Department estimates that at least ten complete kiosk machines will be purchased upon award of a contract; however, this quantity is an estimate only. The Department may also purchase individual kiosk components for the maintenance of the kiosk machines currently in use. The Department does not guarantee any minimum or maximum number of complete kiosk machines or kiosk components purchased on any contract awarded in response to this IFB.

1.4. Vendor Information Data Form

- 1.4.1. 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 or emailed directly to doc.vendorinfo@doc.mo.gov. The bidder may also request this form to be mailed/emailed by calling 573-526-6449.

2. CONTRACTUAL REQUIREMENTS

2.1. Contract

- 2.1.1. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2. Contract Period

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

2.3. Renewal Periods

- 2.3.1. If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase quoted for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.
- a. If renewal prices are not provided, the prices during renewal periods will be the same as during the original contract period.
 - b. The Department 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. Invoicing and Payment Terms

- 2.4.1 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.
- 2.4.2 The contractor shall accurately invoice per the prices indicated on **EXHIBIT A, Pricing Page**.
- 2.4.3 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. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:

Attn: Offender Financial Services
Missouri Department of Corrections

P.O. Box 1609
Jefferson City MO 65102

- 2.4.4 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.
- a. 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 that made the purchase within one business day. The canteen purchasing card shall not be charged until the items are received and accepted.
- 2.4.5 For warranty purposes, invoices for complete kiosk machines shall include the serial numbers of all components.
- 2.4.6 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.4.7 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.5. Contractor Status**
- 2.5.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees 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; cost (including attorney fees); and damage of any kind related to such matters.
- 2.6. Liability**
- 2.6.1. The contractor shall understand and agree that 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 any activity of the contractor's employees related to the contractor's performance under the contract.
- 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.

2.8.1 Property of State

2.8.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Department. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

2.8. Contract Prices and Percentages

2.8.1. All prices shall be 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, per diem, etc.

2.8.2. Pricing shall be the same to all locations listed on Attachment 1.

2.8.3. Pricing shall be considered firm for the duration of the contract period.

3. PERFORMANCE REQUIREMENTS

3.1. General Requirements

3.1.1. The contractor shall provide complete kiosk machines and kiosk hardware components per the specifications stated herein on an as needed, if needed basis.

3.2. Kiosk Machine Requirements

3.2.1 A complete kiosk machine shall consist of the following components:

a. A fully enclosed one quarter inch (1/4") thick cast aluminum cabinet with a stainless steel front and two locks per the following specifications.

(1) The cabinet shall have pin hinges so the front can be opened on hinges and removed completely.

(2) All exposed corners on the exterior shall be rounded or blunt.

Revised by Amendment 2

(3) The cabinet shall be wall mountable with six (6) mounting holes on the back panel, each hole three-eighths inch (3/8") in diameter. All electric and data connections shall enter through the back *or the bottom*.

(4) The cabinet shall have two vent holes in front and two vent holes in the rear with intake cooling fans mounted on the rear vent holes. There shall be a recess channel on the rear to allow for air intake when mounted on the wall.

(5) The cabinet shall have a surge protector firmly mounted inside with a minimum of seven (7) outlets and a cord length of four feet (4') to six feet (6').

(6) The cabinet shall be designed to properly mount and use the touchscreen monitor specified herein.

- (7) The cabinet shall have space to store a mini keyboard.
- (8) The cabinet shall have space for a receipt printer, credit/debit card reader and speakers for future applications.
- (9) The cabinet shall be designed to securely mount the components stated herein.
- (10) The current cabinets are manufactured by Kiosk.com, however other manufacturers are acceptable provided the cabinet meets the specifications stated herein.
- (11) The current cabinets are nineteen and one half inches (19½") at the widest point and twenty-nine and one half inches (29½") at the tallest point. If a different brand of cabinet is used it shall vary no more than +/- three inches (3") on either dimension.

Revised by Amendment 3

- b. *The department will purchase the thin clients independently of this contract. Thin clients are not included as a requirement of this contract.*

Revised by Amendment 3

- c. An ELO 1537L 15" flat panel vertical mount touch monitor, part number EE701210, with black minibezel *and a DVI or VGA video cord.*
 - d. An ELO power adapter, 120V AC, 45 watt, part number E348315.
- 3.2.2. The contractor shall assemble each complete kiosk machine purchased by securely mounting the components in the cabinet prior to shipping. Components shall be mounted and wires neatly bundled and tied per best industry practice.

3.3. Kiosk Component Requirements

- 3.3.1. All components provided under the contract, whether purchased individually or as part of a complete kiosk machine, shall conform to all mandatory specifications, terms, conditions, and requirements as stated herein.
- 3.3.2. All components provided under the contract, whether purchased individually or as part of a complete kiosk machine, shall be factory originals. Reconditioned or refurbished components will not be accepted.
- 3.3.3. Components purchased individually shall be delivered in the original manufacturer's container and packing.

3.4. Warranty

- 3.4.1 All components shall have at a minimum the manufacturer's standard factory warranty.
- 3.4.2 The contractor shall warrant its assembly of the complete kiosk machine for a minimum of ninety (90) days. -

3.5. Minimum Orders

- 3.5.1 There shall be no minimum order requirements.

3.6 Delivery Performance

~~Revised by Amendment 2~~

- 3.6.1 *The contractor shall deliver the initial order of complete kiosk machines within eight (8) weeks ARO. The contractor shall maintain inventory so that subsequent orders of one (1) or two (2) complete kiosk machines shall be delivered within twenty-one (21) working days ARO. The contractor shall deliver components within twenty-one (21) working days ARO.* All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.
- 3.6.2 The contractor must contact the receiving institution a minimum of one (1) business day prior to delivery to ensure that personnel will be available at time of delivery.
- 3.6.3 Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the receiving institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.
- 3.6.4 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>.

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 of materials to make sure such documents do not contain 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 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 Department.
- 4.2.2 If the bidder is bidding a different manufacturer of cabinet than what the Department is currently using, a specification sheet showing the design, construction and size of the cabinet should be included with the bid.

4.3. Firm, Fixed Pricing

- 4.3.1. The bidder shall submit firm fixed pricing for each item on the Exhibit A, Pricing Page. The prices bid shall remain valid for 90 days from bid opening date unless otherwise indicated.
- 4.3.2 The price shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.

- 4.3.3 The bidder shall state on Exhibit A, Pricing Page the brand of kiosk cabinet being bid.
- 4.3.4 The bidder should complete the "Terms" and "Bidder's Acceptance of the Canteen Purchasing Card" section on Exhibit A, Pricing Page.

4.4 Preferences

- 4.4.1 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.
- a. 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.
 - b. 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.
 - c. If the bidder claims there is only one line of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.
 - d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
 - e. If the lowest priced bidder's products qualify 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.
 - f. **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.**
- 4.4.2 Pursuant to 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - (1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - (2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or

- sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

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

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

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

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

4.5 Employee Bidding/Conflict of Interest

4.5.1 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 F, Miscellaneous Information.

4.6 Evaluation and Award Process

4.6.1 Evaluation shall include the original contract period and renewal period. Evaluation shall be weighted based on the estimated quantity of each item.

4.6.2 Buy American Preference - for each item bid meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic Product Procurement Act, sections 34-350-34.359 RSMo, the Buy American Preference shall be computed as follows:

$$\text{Total Bid Price} \times .90 = \text{Total Evaluated Bid Price}$$

4.6.3 The evaluated bid price for each line item shall be multiplied by the estimated quantity for to obtain a bid price for each line item. A sum of the bid prices for each line item shall be the total bid price.

4.6.4 Determination of Cost Points- Cost points shall be computed as follows:

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

Note: The prompt payment discount terms will not be used in any cost calculations.

4.6.5 Only one award shall be made. The contract award shall be made to the responsive bidder with highest number of cost points.

4.6.6 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but may 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.

4.6.7 As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

EXHIBIT A
Pricing Page
~~Revised by Amendment 3~~

The bidder must provide firm fixed prices below for each line item. The price shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.

Line Item	Description	Estimated Quantity	Firm, Fixed Price
001	<p>Revised by Amendment 3 Complete Kiosk Machine To include all of the following components:</p> <ul style="list-style-type: none"> • Cabinet per the specifications stated herein. • ELO 1537L Touchscreen Monitor part number EE701210 <i>with DVI or VGA video cord</i> No substitution of brand or model • ELO Power Adaptor part number E348315 No substitution of brand or model <p>Components assembled per the specifications stated herein prior to shipping.</p> <p>Brand of cabinet bid: _____</p>	10	\$ _____
002	Deleted by Amendment 3		
003	<p>ELO 1537L 15" Flat Panel Touch Monitor Part number EE701210 No substitution of brand or model</p>	6	\$ _____
004	<p>ELO Power Adaptor Part number E348315 No substitution of brand or model</p>	6	\$ _____

Terms:

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

_____ % if paid within _____ days of receipt of invoice.

Web Site:

The bidder should state web site address if online invoicing is available: _____

Exhibit A (continued)

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 _____ Disagreement _____

RENEWAL OPTION The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1 ST Renewal Period:	original price + _____%	OR	original price - _____%
2nd Renewal Period:	original price + _____%	OR	original price - _____%
3rd Renewal Period:	original price + _____%	OR	original price - _____%
4th Renewal Period:	original price + _____%	OR	original price - _____%

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services 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: _____

Printed Name: _____ Email Address: _____

Authorized Signature: _____ Date: _____

**EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

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

Qualifying for the Domestic Products Preference:

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

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

Non-Domestic Product:

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

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

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

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

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

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

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

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

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

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

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo.

SIGNATURE

COMPANY NAME

EXHIBIT C
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

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

EXHIBIT D

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 _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

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

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

EXHIBIT E (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(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 below.

Name of **Missouri State Agency** or **Public University*** to Which the SDV's Documents were Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

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 above 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

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM's website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

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

Exhibit E
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:	
	In what office/agency are they employed?
	Employment Title:
Percentage of ownership interest in bidder's organization:	_____ %

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or 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 Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **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.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder 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 bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **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 Exhibits, Attachments, and Amendments.
- 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 Exhibit 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.
- 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 procurement operations of the Department.
- 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 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 communication should be received at least ten (10) 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 (10) 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 Department 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 the 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, and shall be delivered to the Department's designated destination 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 the 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 be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Hard copy bids may be mailed to the Department's 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 the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, 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 a 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's 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 the Department's Purchasing office 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 a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders 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 the IFB terms and conditions. Failure to do so may result in the 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 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.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record 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(s) 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 Department 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 a 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 the Department 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 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 requested.
- 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 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 to the contractor 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 state 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. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. 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.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

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 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.

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 Department 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 ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (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. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- 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. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. 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

- a. 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 (30) 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 or equipment 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. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. 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.

24. 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.

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. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. 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.

30. 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).

31. 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 a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. 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 4/11/2013

ATTACHMENT 1
Delivery Locations**ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd
Jefferson City MO 65101

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan St
Boonville MO 65233

CHILICOTHE 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

JEFFERSON CITY CORRECTIONAL CENTER

8416 No More Victims Rd, Dock B
Jefferson City MO 65101

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly MO 65270

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific MO 63069

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

WESTERN MO CORRECTIONAL CENTER

609 E Pence Rd
Cameron MO 64429

**WESTERN RECEPTION AND DIAGNOSTIC
CORRECTIONAL CENTER**

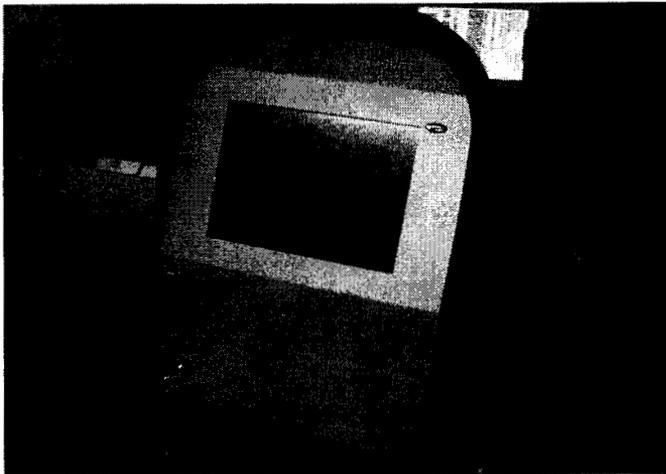
3401 Faraon St
St Joseph MO 64506

**DEPARTMENT OF CORRECTIONS
CENTRAL OFFICE**

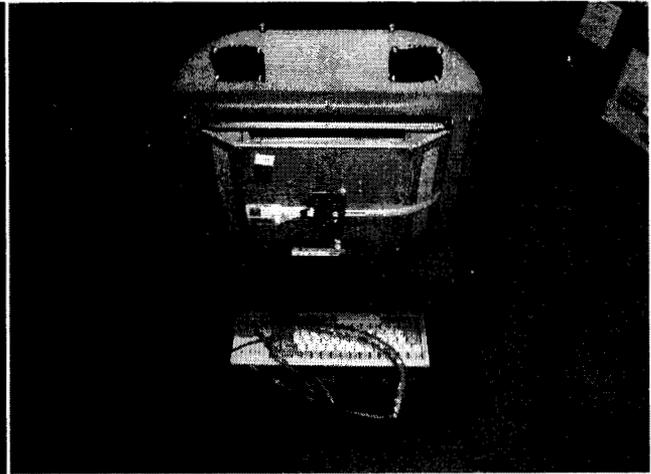
2715 Plaza Drive, Lower Level
Jefferson City MO, 65109

ATTACHMENT 2

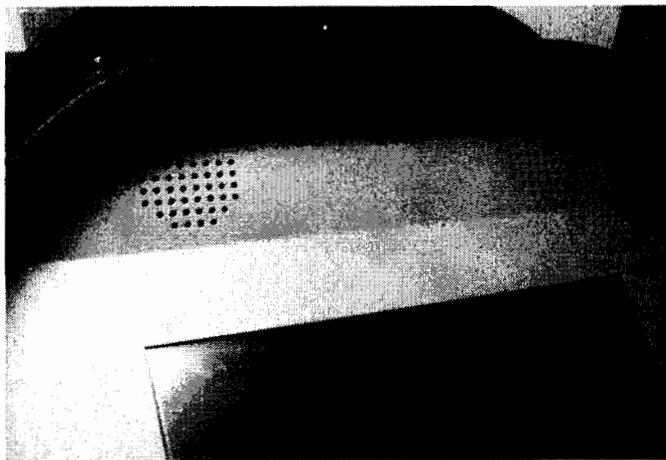
Below are pictures of the kiosk cabinet currently being used by the Department. These pictures are provided for reference purposes only.



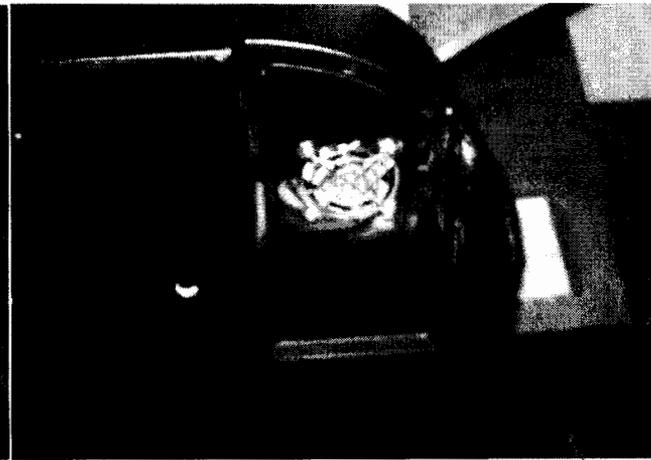
Front Exterior



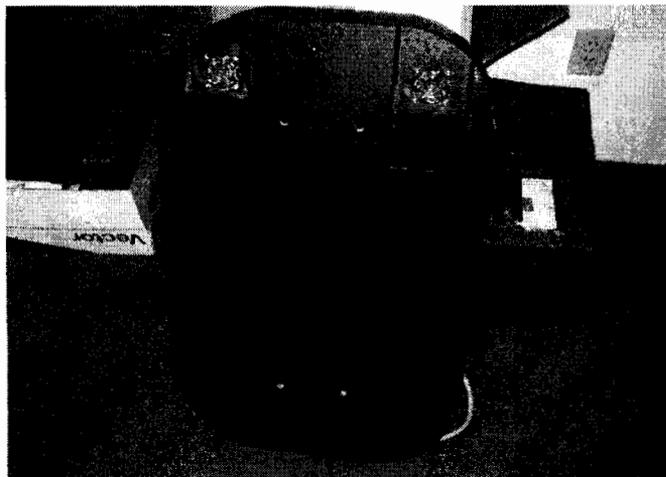
Front Interior



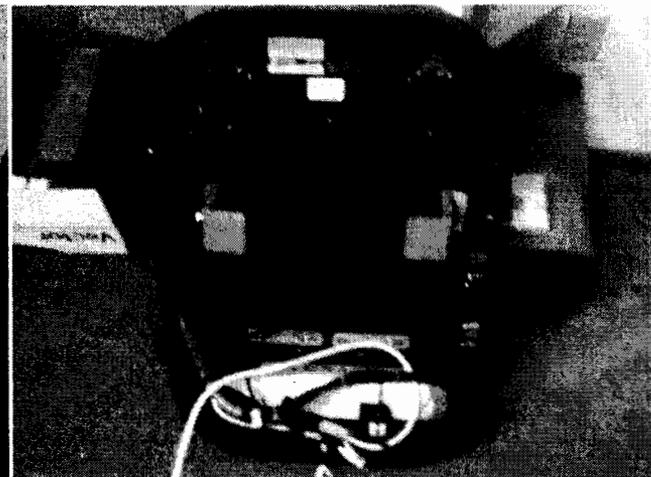
Front Vent Ports



Rear Vent Ports



Rear Exterior



Rear Interior