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
2/9/16	**Attn: Andy Pskowski** **All State Distributors, Northeast, Inc.** **190 Crystal Run Road** **Middletown, NY 10941**	**Amendment 001** **CR1512803**	Hygiene & Personal Care Items For Resale in Offender Canteens Canteen Commodity Warehouse

CONTRACT # CR1512803 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 3% increase in price for the period of April 1, 2016 through March 31, 2017.

The price for the new contract period is as follows:

Line item 003 – Disposable Razor – $107.12 per case of 1,000

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.**

Susan Wood 2/10/16

Susan D. Wood, Chief Financial Officer, Division of Human Services **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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526–0591
Diana.fredrick@doc.mo.gov

IFB CR15128
AMENDMENT #002

Hygiene & Personal Care Items
For Resale in Offender Canteens

FOR
Department of Corrections
Central Canteen Commodity Warehouse

Contract Period:
April 1, 2015 through March 31, 2016

Date of Issue: February 24, 2015
Page i of 37

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, March 17, 2015

Sealed 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: All State Dist. Northeast Inc
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130 **Fax:** 845-692-7150
Federal EIN #: 14-1736317 **State Vendor #** _____
Email: bids@allstatedistributors.com

Authorized Signer's Printed Name and Title Andrew J. Pskowski

Authorized Signature: _____ **Bid Date** 3/12/15

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: line item: 003 only.
Contract No. CR1512803

Lenard D. Lenger, Comptroller, Division of Human Services — 4/18/15 Date

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

ALL STATE DISTRIBUTORS

March 30, 2015

Missouri Department of Corrections
Attn: Diana Fredrick
2729 Plaza Drive
Jefferson City, MO 65102

Dear Diana:

Thank you for letting me know about the Missouri State Statute 351.572 in regards to doing business with the State of Missouri. While the statue reads:

Authority to transact business required.
351.572. 1. A foreign corporation may not transact business in this state until it obtains a certificate of authority from the secretary of state.

All State Dist., Northeast, Inc. is incorporated in the state of New York. (which constitutes a foreign corporation).

2. The following activities, among others, do not constitute transacting business within the meaning of subsection 1 of this section:
(8) Transacting business in interstate commerce.

All State Dist., Northeast Inc. transacts business across the country (i.e. interstate commerce - n. commercial trade, business, movement of goods or money, or transportation from one state to another.) with various ship points including New York, New Jersey, Pennsylvania, Ohio, Delaware, New Mexico and is therefore our business entity is exempt from registering with the Secretary of State in Missouri.

Sincerely,

Gianna Salsbury

Gianna Salsbury
Bid Administrator

190 Crystal Run Road · Middletown, NY 10941 · (P) 800-257-6617 · (F) 800-804-5698

Fredrick, Diana

From: Fredrick, Diana
Sent: Friday, March 27, 2015 11:02 AM
To: 'Gianna Salsbury'
Subject: RE: Buy American - CR15128
Attachments: Line item 007, ToothpasteTariffLine.pdf; Line item 009, MouthwashTariffLine.pdf

Gianna,

Please see attached documentation.

3306.10 does not include India as duty free.
3306.90 is not for mouthwash.

I will be unable to give you a preference for these line items.

PS. This is a great website to use for future bidding opportunities before completing your EXHIBIT B: https://www.wto.org/english/tratop_e/tariffs_e/tariff_data_e.htm

You just need to sign up for it.

Thank you,

Diana Fredrick, CPPB
DOC/FMU/Purchasing
573-526-0591

For Bidding Opportunities, please click here: http://doc.mo.gov/DHS/Canteen_Resale_Bidding_Opportunities.php

From: Gianna Salsbury [mailto:gs@allstatedistributors.com]
Sent: Friday, March 27, 2015 9:57 AM
To: Fredrick, Diana
Subject: RE: Buy American - CR15128

Hello Diana-Thank you for returning my call yesterday. Here are the Harmonized System Code requested for CR15128.

Line item:

003	Disposable Razor Bic	8212.10
007	Toothpaste Clear	3306.10
008	Mouthwash	3306.90
009	Disposable Razor Bic	8212.10

Please feel free to contact me with any questions. I will be in the office until 2:30pm.

Gianna Salsbury
All State Dist. Northeast, Inc.
190 Crystal Run Road
Middletown, NY 10941-4029

845-692-7130
845-692-7150 Fax
gs@allstatedistributors.com

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From: Fredrick, Diana [mailto:Diana.Fredrick@doc.mo.gov]
Sent: Thursday, March 26, 2015 11:21 AM
To: Gianna Salsbury (gs@allstatedistributors.com)
Subject: Buy American - CR15128
Importance: High

Gianna,

I am unable to find evidence that line items 003, 007, 008, and 009 comes in duty free on the USTR website. You will have to provide me with more concrete evidence, such as an HS (Harmonized System) code for these items in order to apply the preference. I need this information no later than tomorrow.

Thank you,

Diana Fredrick, CPPB
Missouri Department of Corrections, Human Services
FMU/Purchasing
Phone: 573-526-0591
My office hours are from 7:30 a.m. to 4:30 p.m.

For Bidding Opportunities, please click here: http://doc.mo.gov/DHS/Canteen_Resale_Bidding_Opportunities.php

Tariff Line Duties

Download Data View in PDF

Query name

Query description

Product: 33 - ESSENTIAL OILS AND RESINOIDS; PERFUMERY, COSMETIC OR TOILET PREPARATIONS

Tariff line: 33061010 In powder (124)

33	**ESSENTIAL OILS AND RESINOIDS; PERFUMERY, COSMETIC OR TOILET PREPARATIONS**
3306	**Preparations for oral or dental hygiene, including denture fixative pastes and powders; yarn used to clean between the teeth (dental floss), in individual retail packages.**
330610	**- Dentifrices**
33061010	**In powder**

Duty type	Description	Rate	Other duty	Unit
02	MFN applied duty rates	10.00	-	Ad valorem duty
50	Preferential duty scheme for least developed countries (LDC)	4.00	-	Ad valorem duty

APPLIED | Turkey - 2011 | HS 2007 | HS 1992

Basic query
Extended query

Tariff Line Duties

Download Data View in PDF

Query name
Query description

Product: 33 - Essential oils and resinoids; perfumery, cosmetic or toilet preparations

Tariff line: 3306900000 - Other (65)

33	Essential oils and resinoids; perfumery, cosmetic or toilet preparations
3306	Preparations for oral or dental hygiene, including denture fixative pastes and powders; yarn used to clean between the teeth (dental floss), in individual retail packages.
330690	- Other
3306900000	- Other

02	MFN applied duty rates	0.00	-	Ad valorem duty

Fredrick, Diana

From: Fredrick, Diana
Sent: Tuesday, March 24, 2015 8:20 AM
To: 'Gianna Salsbury'
Subject: RE: IFB CR15128 - Label Request

Hi Gianna,

Thank you for the pictures. Unfortunately, line item 020 takes exception to **EXHIBIT A**, Pricing Page specifications as it specifically states "no all in one products". The picture of the product you bid is a shampoo/body wash. Because of this, All State Distributors will be considered non-responsive for the whole group so there will be no need for a picture of line item 018.

Diana Fredrick, CPPB
DOC/FMU/Purchasing
573-526-0591

For Bidding Opportunities, please click here: http://doc.mo.gov/DHS/Canteen_Resale_Bidding_Opportunities.php

From: Gianna Salsbury [mailto:gs@allstatedistributors.com]
Sent: Monday, March 23, 2015 10:54 AM
To: Fredrick, Diana
Subject: RE: IFB CR15128 - Label Request

Hello Diana- Attached please find the pictures for Line Item 017, 019 & 020. I am still waiting for our vendor to send us a picture for 018 as we do not have any inventory at this moment. Hopefully I will have soon. Please let me know if the pictures I have sent are acceptable.

Gianna Salsbury
All State Dist. Northeast, Inc.
190 Crystal Run Road
Middletown, NY 10941-4029
845-692-7130
845-692-7150 Fax
gs@allstatedistributors.com

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From: Fredrick, Diana [mailto:Diana.Fredrick@doc.mo.gov]
Sent: Thursday, March 19, 2015 4:15 PM
To: Gianna Salsbury (gs@allstatedistributors.com)
Subject: IFB CR15128 - Label Request
Importance: High

Gianna,

Pursuant to paragraph 4.9.1 of IFB CR15128, please provide a copy/picture of labels for the following items:

Line item 017 - Ivory Original Bar Soap
Line item 018 - Dove Sensitive Skin Beauty Bar
Line item 019 - Coast Deodorant Soap
Line item 020 - Freshscent Body Wash or Gel

Please be sure all copies/pictures verify all of the labeling requirements listed in paragraph 3.3.1 of the IFB and provide to me no later than Wednesday, March 25, 2015.

Thank you,

Diana Fredrick, CPPB
Missouri Department of Corrections, Human Services
FMU/Purchasing
Phone: 573-526-0591
My office hours are from 7:30 a.m. to 4:30 p.m.

For Bidding Opportunities, please click here: http://doc.mo.gov/DHS/Canteen_Resale_Bidding_Opportunities.php

Fredrick, Diana

From: Gianna Salsbury <gs@allstatedistributors.com>
Sent: Thursday, March 19, 2015 9:02 AM
To: Fredrick, Diana
Subject: RE: IFB CR15128 - Clarification Needed
Attachments: DOC019.PDF

Hello Diana- The brands that we bid on IFBCR15128 are the following:

Line Item 007- Freshmint
Line Item 007- Delta

I have also attached a picture of each. If you need anything else, please feel free to contact me.

Gianna Salsbury
All State Dist. Northeast, Inc.
190 Crystal Run Road
Middletown, NY 10941-4029
845-692-7130
845-692-7150 Fax
gs@allstatedistributors.com

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From: Fredrick, Diana [mailto:Diana.Fredrick@doc.mo.gov]
Sent: Wednesday, March 18, 2015 5:13 PM
To: Gianna Salsbury (gs@allstatedistributors.com)
Subject: IFB CR15128 - Clarification Needed

Dear Gianna,

Thank you for your bid submission under IFB CR15128. Please clarify the following:

Line item 007 and 008 - What is the brand you are bidding?

Thank you,

Diana Fredrick, CPPB
Missouri Department of Corrections, Human Services
FMU/Purchasing
Phone: 573-526-0591
My office hours are from 7:30 a.m. to 4:30 p.m.

For Bidding Opportunities, please click here: http://doc.mo.gov/DHS/Canteen_Resale_Bidding_Opportunities.php

AMENDMENT #002 TO IFB CR15128

Title: HYGIENE & PERSONAL CARE ITEMS

Contract Period: APRIL 1, 2015 THROUGH MARCH 31, 2016

PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE:

1. **EXHIBIT A,** Pricing Page has been **REVISED.**
2. Page numbers have changed on AMENDMENT #001 cover page and informational page.

All other requirements, specifications, terms and conditions for IFB CR15128 remain the same.

Note: The revisions made as results of this amendment have been ***italicized and bolded.***

Bidders should discard page 19 original IFB CR15128 and replace it with the amended page 19 of IFB CR15128.

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526–0591
Diana.fredrick@doc.mo.gov

IFB CR15128 AMENDMENT #001

Hygiene & Personal Care Items
For Resale in Offender Canteens

FOR
Department of Corrections
Central Canteen Commodity Warehouse

Contract Period:
April 1, 2015 through March 31, 2016

Date of Issue: February 18, 2015
REVISED BY AMENDMENT #002
Page *iii* of 37

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, March 17, 2015

Sealed 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: All State Dist. Northeast Inc
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130 **Fax:** 845-692-7150
Federal EIN #: 14-1736317 **State Vendor #** _____
Email: bids@allstatedistributors.com

Authorized Signer's Printed Name and Title Andrew J. Pskowski

Authorized Signature: _____ **Bid Date** 3/12/15

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

Contract No.

Lenard D. Lenger, Comptroller, Division of Human Services Date

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

AMENDMENT #001 TO IFB CR15128

Title: HYGIENE & PERSONAL CARE ITEMS

Contract Period: APRIL 1, 2015 THROUGH MARCH 31, 2016

PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE:

3. **EXHIBIT A,** Pricing Page has been **REVISED.**

All other requirements, specifications, terms and conditions for IFB CR15128 remain the same.

Note: The revisions made as results of this amendment have been ***italicized and bolded.***

Bidders should discard page 20 original IFB CR15128 and replace it with the amended page 20 of IFB CR15128.

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526–0591
Diana.Fredrick@doc.mo.gov

IFB CR15128

Hygiene & Personal Care Items
For Resale in Offender Canteens

FOR
Department of Corrections
Central Canteen Commodity Warehouse

Contract Period:
April 1, 2015 through March 31, 2016

Date of Issue: February 17, 2015
Page 1 of 37

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday March 17, 2015

Sealed 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: All State Dist. Northeast Inc.
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130 **Fax:** 845-692-7150
Federal EIN #: 14-1736317 **State Vendor #**
Email: bids@allstatedistributors.com

Authorized Signer's Printed Name and Title Andrew J. Pskowski

Authorized Signature: **Bid Date** 3/12/15

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

Contract No.

Lenard D. Lenger, Comptroller, Division of Human Services Date

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

EXHIBIT A
Pricing Page

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to the Central Canteen Commodity Warehouse for each item it is bidding. If bidding multiple brands or sizes for an item, it is requested bidders make a copy of **EXHIBIT A**, Pricing Page to use for each alternate bid and clearly mark the pages **"alternate bid #1, alternate bid #2"**, etc. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Estimated 12 Month Quantity	
001	**Colgate® Total – Clean Mint**	**70,400**	Firm fixed case price: $ 48.96
	4.2 oz. plastic tube		Tubes per case: 24
	Bidder Catalog/Item#: 74002		Cases per pallet: 180
002	**Colgate® Cavity Protection Gel**	**66.600**	Firm fixed case price: $ 17.76
	4.2 oz. clear plastic tube		Tubes per case: 12
	Clear gel Bidder Catalog/Item#: 78287		Cases per pallet: 330
003	**Disposable Razor - Bic® or Schick®**	**320,000**	Firm fixed case price: $ 104.00
	Double Blade		Razors per case: 1000
	List brand bidding: BIC		How are razors packaged? Bulk (Bulk, 10 ct., etc.)
	Bidder Catalog/Item#: 91663		Cases per pallet: 27
004	**Tone® Original Skin Care Bar**	**61,000**	Firm fixed case price: $ 35.28
	4.25 oz. single bar		# of bars per case: 48
	Bidder Catalog/Item#: 00475		Cases per pallet: 102
005	**Irish Spring® Deodorant Soap**	**90,200**	Firm fixed case price: $ 45.36
	3.75 oz. single bar		# of bars per case: 72
	Bidder Catalog/Item#: 14107		Cases per pallet: 72
006	**Dial® Gold Bar Soap**	**90,000**	Firm fixed case price: $ 36.12
	3.5 oz. or 4 oz. single bar		Ounces per bar: 3.5oz
	Bidder Catalog/Item#: 00910		# of bars per case: 72
			Cases per pallet: 120

EXHIBIT A, Pricing Page continued on next page

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

EXHIBIT A
Pricing Page (continued)

Line Item	Description	Estimated12 Month Quantity	
GROUP #1 – BID ALL OR NONE			
Group #1 will be ordered in mixed pallet quantities.			
007	**Toothpaste, Clear**	**6,600**	Firm fixed case price: $ 87.60
	0.5 oz. to 1 oz. clear tube		Tubes per case: 720
	Animal fat free		Ounces per tube: .85z
	Bidder Catalog/Item#: 1286		
008	**Mouthwash**	**21,200**	Firm fixed case price: $ 9.96
	Non-alcoholic		Bottles per case: 12
	Mint flavor only		Ounces per bottle: 16.9z
	14 oz. to 24 oz. plastic bottle		
	State flavor: Ice Cool Mint		Bidder Catalog/Item#: 10898
009	**Disposable Razor - Bic® or Schick®**	**7,700**	Firm fixed case price: $ 73.00
	Single Blade		Razors per case: 1000
	List brand bidding: BIC		How are razors packaged? Bulk (Bulk, 10 ct., etc.)
	Bidder Catalog/Item#: 70255		

EXHIBIT A, Pricing Page continued on next page

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

EXHIBIT A
Pricing Page (continued)

Line Item	Description	Estimated12 Month Quantity	
GROUP #2 – BID ALL OR NONE			
Group #2 will be ordered in mixed pallet quantities.			
010	**Alberto VO5®** **Extra Body Shampoo** 12.5 oz. clear plastic bottle	**10,400**	Firm fixed case price: $ 5.82 Bottles per case: 6 Bidder Catalog/Item#: 01286
011	**Alberto VO5®** **Extra Body Conditioner** 12.5 oz. clear plastic bottle	**4,500**	Firm fixed case price: $ 5.82 Bottles per case: 6 Bidder Catalog/Item#: 01285
012	**Suave® Professionals** **2N1 Plus Shampoo & Conditioner** 12.6 oz. bottle	**20,000**	Firm fixed case price: $ 11.22 Bottles per case: 6 Bidder Catalog/Item#: CB 737964
REVISED BY AMENDMENT #002			
013	**Suave® Naturals Shampoo** ***Waterfall Mist*** 12 oz. bottle	**26,200**	Firm fixed case price: $ 6.48 Bottles per case: 6 Bidder Catalog/Item#: 92280
REVISED BY AMENDMENT #002			
014	**Suave® Naturals Conditioner** ***Waterfall Mist*** 12 oz. bottle	**11,200**	Firm fixed case price: $ 6.48 Bottles per case: 6 Bidder Catalog/Item#: 92290
015	**Suave® Skin Solutions** **Body Lotion** **Advanced Therapy** 10 oz. bottle	**16,350**	Firm fixed case price: $ 10.68 Bottles per case: 6 Bidder Catalog/Item#: 07272
016	**Suave® Skin Solutions** **Body Lotion** **Cocoa Butter with Shea** 10 oz. bottle	**17,400**	Firm fixed case price: $ 10.68 Bottles per case: 6 Bidder Catalog/Item#: CB 072489

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

EXHIBIT A, Pricing Page continued on next page
EXHIBIT A
Pricing Page (continued)

Line Item	Description	Estimated12 Month Quantity	
GROUP #3 – BID ALL OR NONE			
Group #3 will be ordered in mixed pallet quantities.			
017	**Ivory® Original Bar Soap** 3.1 oz. bars – 3 pack Bidder Catalog/Item#: 32136	**29,200**	Firm fixed case price: $ 27.60 # of 3 packs per case: 24 - 3pks
REVISED BY AMENDMENT 001			
018	**Dove® Sensitive Skin Beauty Bar** 4 oz. single bar Bidder Catalog/Item#: CB4459901	**17,600**	Firm fixed case price: $ 100.80 # of bars per case: 72
019	**Coast® Deodorant Soap** 4 oz. bars – 3 pack Bidder Catalog/Item#: 11807	**17,800**	Firm fixed case price: $ 22.89 # of 3 packs per case: 12 - 3pks
020	**Body Wash or Shower Gel** **For men and women** 7 oz. to 18 oz. plastic bottle **Alcohol Free** **No "All-in-One" Products (e.g., body wash/shampoo/shaving gel)** List brand bidding: Freshscent List type bidding: Clear Bottle (i.e., body wash, shower gel)	**15,200**	Firm fixed case price: $ 11.64 # of bottles per case: 12 Ounces per bottle: 16 Bidder Catalog/Item#: FS-16 List Fragrance: Clear - Neutral

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:
_____% if paid within _____days of receipt of invoice

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

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state 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 ✓

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

EXHIBIT A
Pricing Page (continued)

Web Site:

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

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 period. If a percentage is not quoted (i.e. left blank), the Department 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.

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

MAXIMUM INCREASE		OR	MINIMUM DECREASE	
RENEWAL PERIOD	**ORIGINAL CONTRACT PRICE PLUS %**	**OR**	**RENEWAL PERIOD**	**ORIGINAL CONTRACT PRICE MINUS %**
1ST	3 %	OR	1ST	%
2ND	3 %	OR	2ND	%
3RD	3 %	OR	3RD	%
4TH	3 %	OR	4TH	%

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with 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: All State Dist. Northeast Inc.

Printed Name: Andrew J. Pskowski Email: Bids@allstatedistributors.com

Authorized Signature: _____ Date: 3/12/15

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
Fed ID#: 14-1736317

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 exists:

- 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 DO NOT 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 THE 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	Item #	U.S. City/State Where Manufactured/Produced
001, 002	Cambridge, Ohio	010	Stamford CT	014	Chicago, Ill
004	Chicago, Ill	011	Stamford CT	015	Chicago Ill
005	Cambridge Ohio	012	Chicago, Ill	016	Chicago Ill
006	Chicago, Ill	013	Chicago Ill	017	Chicago Ill
				019	Chicago Ill
				020	Nashville TN

(Exhibit B continues on next page)

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

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 Proeurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

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
002	USA & Mexico	NAFTA	
003 & 009	Greece & France	European Union, Friendship commerce	
007	India	Transpacific	
018	USA & Canada	Nafta	
008	Turkey	European Union	

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. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE

COMPANY NAME All State Dist. Northeast Inc.

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
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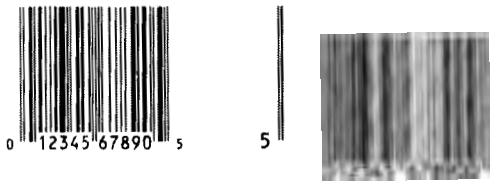
EXHIBIT G

Manufacturers' Information

The bidder **must** state the manufacturer code and manufacturer product code (10 or 12 digits) for **each brand and flavor bid**. It is requested bidders make a copy of EXHIBIT G to use for additional item number manufacturers' information. For each alternate bid, clearly mark the pages **"alternate bid #1, alternate bid #2," etc.**



EXAMPLE (see above): Manufacturer Code = 12345 **or** 012345;

Manufacturer Product Code: 67890 **or** 678900

Item# 001 Colgate Total - Clean mint 4.2z / 24cs #74002

Manufacturer Code: _____ **Manufacturer Product Code:** 763136

Item# 002 Colgate Cavity Protection Gel 4.2z /12cs #78287

Manufacturer Code: _____ **Manufacturer Product Code:** 782809

Item# 003 BIC Razor Twin /1000/cs #91663

Manufacturer Code: _____ **Manufacturer Product Code:** 91663

Item# 004 Tone Soap 4.25z/ 48cs #00475

Manufacturer Code: _____ **Manufacturer Product Code:** 992709

Item# 005 Irish Spring 3.75z/72cs #14107

Manufacturer Code: _____ **Manufacturer Product Code:** 141927

Item# 006 Dial Gold 3.5z /72cs # 00910

Manufacturer Code: _____ **Manufacturer Product Code:** 009107

Item# 007 T-Paste Clear Gel .85z/ 720cs #1286

Manufacturer Code: _____ **Manufacturer Product Code:** 001681

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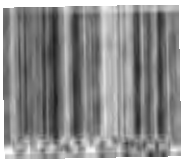
5



EXAMPLE (see above): Manufacturer Code = 12345 **or** 012345;

Manufacturer Product Code: 67890 **or** 678900

Item# 008 Mouthwash Zero Alch/ 16.9z/12cs #10898

Manufacturer Code: _____ **Manufacturer Product Code:** 108989

Item# 009 Razor Bic Single 1000/cs #70255

Manufacturer Code: _____ **Manufacturer Product Code:** 070255

Item# 010 Alberto VO5 12.5/6cs Shampoo #01286

Manufacturer Code: _____ **Manufacturer Product Code:** 12862

Item# 011 Albert VO5 Conditioner 12.5z/6cs #01285

Manufacturer Code: _____ **Manufacturer Product Code:** 12855

Item# 012 Suave 2in1 Shampoo/Cond. 12.6z/6cs #CB737964

Manufacturer Code: _____ **Manufacturer Product Code:** 073796

Item# 013 Suave Waterfall Mist Shampoo 12z/6cs #92280

Manufacturer Code: _____ **Manufacturer Product Code:** 92280

Item# 014 Suave Waterfall Mist Cond. #92290

Manufacturer Code: _____ **Manufacturer Product Code:** 92290

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EXHIBIT G

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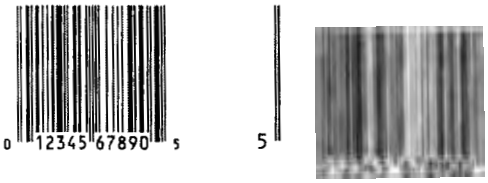
The bidder **must** state the manufacturer code and manufacturer product code (10 or 12 digits) for **each brand and flavor bid**. It is requested bidders make a copy of EXHIBIT G to use for additional item number manufacturers' information. For each alternate bid, clearly mark the pages **"alternate bid #1, alternate bid #2," etc.**



EXAMPLE (see above): Manufacturer Code = 12345 **or** 012345;

Manufacturer Product Code: 67890 **or** 678900

Item# 015 Suave Adv. Therpy Lotion 10z/6cs #07272

Manufacturer Code: _____ **Manufacturer Product Code:** 072724

Item# 016 Suave Cocoa Btr Lotion 10z/6cs #CB 072489

Manufacturer Code: _____ **Manufacturer Product Code:** 072489

Item# 017 Ivory 3,12/72 cs #32136 24-3pks

Manufacturer Code: _____ **Manufacturer Product Code:** 123644

Item# 018 Dove Sensitive 4z 172cs

Manufacturer Code: _____ **Manufacturer Product Code:** 116137

Item# 019 Coast 4.7z 136cs #11807 12-3pks

Manufacturer Code: _____ **Manufacturer Product Code:** 011807

Item# 020 Shampoo and Body Bath #FS-16

Manufacturer Code: _____ **Manufacturer Product Code:** 002510

Item# _____

Manufacturer Code: _____ **Manufacturer Product Code:** _____

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a contract for the purchase of hygiene and personal care items for the Missouri Department of Corrections (hereinafter referred to as the "Department") for resale in the offender canteens at twenty-one (21) correctional institutions in accordance with the requirements and provisions stated herein.

1.1.2 Pursuant to paragraph 4.a. of the terms and conditions of this IFB, written questions, request for changes, clarifications or otherwise, advise the Department if any language, specifications or requirements of this IFB appear to be ambiguous, contradictory, and/or arbitrary are due no later than ten (10) calendar days prior to the official bid opening.

a. Any questions, requests, advice by a bidder must be submitted in writing to the Buyer of Record and clearly marked IFB CR15128, Hygiene and Personal Care Items. It is preferred that communications be sent via e-mail to Diana.Fredrick@doc.mo.gov.

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

Section 1. – Introduction and General Information	Exhibits A-G
Section 2. – Contractual Requirements	Terms and Conditions
Section 3. – Performance Requirements	
Section 4. – Bidder's Instructions	
Section 5. – Evaluation and Award	

1.2 General Information:

1.2.1 ***Terms and Conditions*** – It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Preferences
- Evaluation and Award

1.2.2 *Background Information* – The Department operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances and other items. By departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the Department. Once contracted, only contracted items are allowed to be sold in the canteens.

1.2.3 All line items listed on **EXHIBIT A**, Pricing Page under this IFB are currently under contract. This contract is being established to replace the existing contracts that will expire on March 31, 2015.

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1.2.4 The current contracts (CR465001, CR465002, and CR465004) may be viewed and printed from the Department of Corrections' website located on the Internet at:

http://doc.mo.gov/DHS/Canteen_Resale_Awarded.php.

1.2.5 The estimated population for all correctional institutions is 31,857.

1.2.6 The estimated annual gross sales for all line items listed on **EXHIBIT A**, Pricing Page are $670,000.00. The Department makes no guarantees of future sales.

1.2.7 ***Funds*** – Expenditures from general revenue funds are not included in this contract.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be as stated on page one of the IFB. The contract shall not bind, nor purport to bind, the Department 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 twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

2.2 Renewal Periods:

2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the price for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A**, Pricing Page, of the contract.

a. As stated on **EXHIBIT A**, Pricing Page, all increases or decreases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price. If a price increase or decrease was allowed as outlined in section 2.5 of this IFB, the increase/decrease will be added/subtracted after the calculation of the renewal price has been determined.

EXAMPLE: Original Contract Price = $1.00, Maximum Increase = 2%, Economic Adjustment = 5%
Renewal Period Increase - $1.00 x 2% = $1.02
Economic Adjustment - $1.00 x 5% = $1.05
Renewal Period Price = $1.07 ($1.02 + $0.05)

b. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.

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

2.3 Contract Price:

2.3.1 The 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, etc.

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a. Pricing shall be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outlined in section 2.5 of this IFB.

2.4 Point of Contact:

2.4.1 The contractor must act as the responsible agent for all distributors shipping product to the Central Canteen Commodity Warehouse and be the single point of contact on all matters.

2.5 Economic Adjustment Clause:

2.5.1 In the event that the contractor's cost for the items covered in this IFB and resulting contract should increase more than 5% during the period of time in which the contract is in effect, the contractor may, upon submission of written proof of such increase and approval by the Department, be entitled to an adjustment in price accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department. All prices shall remain firm for the first six (6) months of this contract.

2.5.2 Whenever possible, the contractor must submit a written request for price increases thirty (30) days prior to the effective date of increase to the Department's Purchasing Section. **Requests and documentation must be submitted via US Mail.** If the manufacturer provides a percentage increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying its cost at the time of the bid award, the new cost, and the effective date of the increase. If the manufacturer provides an actual dollar amount of increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying the increase and the effective date of the increase. Supporting documentation must clearly establish the increase is to all customers and not to the Department or this contract alone. Supporting documentation will be returned to the contractor once the Department's Purchasing Section has verified its validity and shall not become part of the contract record.

2.5.3 The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved. The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.

2.5.4 After receipt of required documentation and in the event a price change is authorized thereafter, no additional adjustments will be allowed for a term of six (6) months.

2.5.5 The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract, and re-bid if determined to be in the best interest of the Department.

2.5.6 The contractor shall neither delay nor stop deliveries pending price changes.

2.5.7 If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated ***on or after*** the effective price change date. Purchase orders dated ***prior*** to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.

2.5.8 In the event the contractor's costs should decrease by more than 5% during the period of time that the contract is in effect, the contractor shall pass any manufacturer's price decrease to the Department and such decreases shall become effective immediately upon notification by the contractor of the amount of the decrease. The contractor shall notify the Department of any such decreases.

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190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-715
Fed ID#: 14-1736317

2.6 Invoicing and Payment Terms:

2.6.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item. Payment terms should be Net 30 unless otherwise stated in the IFB.

2.6.2 The contractor shall accurately invoice per the prices indicated on **EXHIBIT A**, Pricing Page.

2.6.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBITA**, Pricing Page, the contractor agrees to accept the state 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 – Accounts Payable
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102

2.6.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item 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 state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the Central Canteen Commodity Warehouse within one business day. **The state purchasing card shall not be charged until the items are received and accepted.**

2.6.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A**, Pricing Page.

2.6.6 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 the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

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 it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. 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

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new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.8 Business Compliance:

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

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

2.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.9.1 The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

2.9.2 The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.9.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

a. The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

All State Dist., Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 Fax: 845-692-7150
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3.1.1 The contractor shall provide hygiene and personal care items on an as needed basis as ordered by the central canteen commodity warehouse. The items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Items not conforming to the requirements stated herein, including approved substitutions shall not be accepted and shall be returned to the contractor at the contractor's expense.

3.2 Specifications:

3.2.1 Specifications including brand, size and packaging are listed on **EXHIBIT A**, Pricing Page.

3.2.2 All items must **not** contain ethyl alcohol and/or isopropyl alcohol as an ingredient.

3.2.3 Aerosol items will not be considered.

3.2.4 Glass, double barrel, or metal containers will not be considered.

3.2.5 All items must be of retail quality. Outdated or short dated products will not be accepted.

3.3 Item Labeling, Shelf Life, Size and Packaging Requirements:

3.3.1 ***Labeling*** – Because all items are for resale, each item much be individually bar-coded.

a. At minimum, the label must bear the name of the item, ingredients, and net weight.

b. There shall be no alteration of ***national*** brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Relabeled items and items that indicate "not for individual resale" are not acceptable.

c. Labels or packaging shall not be pre-priced.

d. Labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.

3.3.2 ***Size*** - Size shall be specific or within the range listed on **EXHIBIT A**, Pricing Page. Items falling outside the requested size or size range will not be considered unless the manufacturer of the item has discontinued the requested size. The bidder must submit, with its bid, documentation from the manufacturer or supplier to verify the change in size.

3.3.3 ***Packaging*** - All items shall be individually packaged for resale. Select items may be specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no bidder can meet the packaging requirements.

a. Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied, as required, to protect and to restrict movement of the item(s).

3.4 Substitution of Product or Item Changes:

3.4.1 ***Substitution of Product*** - Following award of the contract, no substitution of an awarded item will be permitted except in the case of natural disaster, item discontinuation by the manufacturer or supplier, or the inability of a manufacturer or supplier to ship. The contractor must provide documentation from the manufacturer or supplier to substantiate the occurrence of any of these aforementioned situations.

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a. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications will be met as indicated in paragraph 3.3.1 shall be provided upon request of the Department.

b. Special run or mock-up items will not be accepted for substitution.

3.4.2 The Department reserves the right to allow the contractor to substitute any new product offered by the contractor on all unshipped and future orders if quality is equal to or greater than the product under contract and if the price is equal to or less than the contract price. The Department shall be the final authority as to the acceptability of the proposed substitution.

3.4.3 ***Item Changes*** - The contractor must **immediately notify** the Department prior to the discontinuation of any item, change in packaging, size, ingredients, or labeling (i.e. **UPC**) of an awarded item. Whenever possible, the contractor must accept orders for items which are to be discontinued for a full thirty (30) days following notice to the Department of such discontinuation.

a. No material change shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any material change.

b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in paragraph 4.3.3 of the contract.

3.5 Replacement of Damaged/Defective Product:

3.5.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective item(s) to the contractor for replacement.

3.6 Delivery Performance:

3.6.1 Orders shall be placed by the Central Canteen Commodity Warehouse. The contractor must begin accepting orders upon notice of award. Initial delivery and subsequent deliveries must be made within **twenty-one (21) calendar days** upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

3.6.2 **The contractor must coordinate its delivery with the Central Canteen Commodity Warehouse.** Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department. All orders must be shipped FOB Destination, Freight Prepaid and Allowed.

a. Delivery Address: Missouri Department of Corrections
Central Canteen Commodity Warehouse
8416 No More Victims Road
Dock A
Jefferson City, MO 65101
Phone: 573-522-2348

b. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays.

3.6.3 ***Delays in Delivery Performance:***

a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department's Purchasing Section in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.

b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 3.6.3 a.

3.7 Item Selection and Sales Performance:

3.7.1 The selection of allowable items to be sold in the offender canteens is decided upon by a committee. If at any time during the contract period the committee decides to remove an awarded item(s) from the allowable list, the Department shall have the right to cancel that item(s) from the contract. All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same.

3.7.2 Additional item choices shall not be added without the Department's approval. The Department approval may entail the sampling of the proposed item selection.

3.7.3 The purpose of items selected for resale is to maximize sales potential for the benefit of the offender Canteen Fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the Department reserves the right to discontinue that item without penalty.

a. Full cases of any cancelled or discontinued item(s) may be returned for full credit at no cost to the Department.

3.8 Minimum Orders:

3.8.1 Orders for all line items shall be placed in pallet or mixed pallet quantities. The minimum order for all line items shall be one (1) pallet or one (1) mixed pallet.

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

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

4.2 Brands:

4.2.1 ***Definitions:***

a. ***National Brand***: A manufacturer's brand that is available to the general public regionally or nationally and is not exclusive to one wholesaler or retailer but is available through multiple retail or vending outlets.

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1) Other states' department of corrections canteens and commissaries are **not** considered as the general public or as retail outlets and **do not** qualify a brand as a national brand.

b. ***House Brand:*** A private brand owned by a wholesaler, supplier, dealer or merchant that bears its own company name or a name it owns exclusively and is generally not available or has limited availability in public retail or vending outlets; or any other brand that does not meet the definition of a national brand.

4.2.2 Brands will be as stated on **EXHIBIT A**, Pricing Page. Because the items are for resale, select items are brand specific. For items that have specific brand names listed on **EXHIBIT A**, Pricing Page, only that brand will be accepted.

4.2.3 For items with no brand listed on **EXHIBIT A,** Pricing Page, the bidder may bid ***national brands*** or ***house brands***, as defined herein, that meet all of the required specifications.

4.3 Submission of Samples:

4.3.1 **If requested**, the bidder shall be required to submit one (1) sample of each brand bid for bid evaluation. If requested, the bidder must provide the sample(s) within five (5) business days of notification by the Buyer of Record. A bidder failing to submit a sample(s) within five (5) business days after notification may not be considered for award. All samples shall be provided at no cost to the Department. Sample products will not be returned.

4.3.2 **All** sample products submitted should be **clearly labeled** with the bidder's company name, contact name, **EXHIBIT A**, Pricing Page item number and IFB number. Samples must be submitted to the following address:

Attn: Diana Fredrick, CPPB
Missouri Department of Corrections
FMU/Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

4.3.3 At a minimum, samples will be evaluated for meeting the required specifications as outlined herein and as indicated on **EXHIBIT A**, Pricing Page to determine overall acceptability. Other considerations may include packaging and the condition of the packaging materials the samples are contained in. If sample testing indicates that the product does not meet required specifications or is found otherwise unacceptable, the award for the item shall not be made to that bidder.

4.3.4 Any sample product(s) submitted must be the exact item bid, and it must conform to the mandatory IFB specifications. If awarded a contract, the bidder hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.

a. All sample products must be of the brand name and finished packaging that the bidder is bidding and meet the labeling requirements for resale as defined herein. Special run or mock-up samples will not be accepted.

4.3.5 All sample products offered must be of retail quality.

4.4 EXHIBIT A – Pricing Page:

4.4.1 The bidder must submit a **firm fixed price** on the **EXHIBIT A**, Pricing Page for all line items bidding.

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a. The prices quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.

4.4.2 ***Grouped Items:***

a. For the purpose of delivery in mixed pallet quantities, line items 007-009, 010-016, and 017-020 are grouped by item similarity and one award will be made for all line items within a group.

b. A bid price must be stated for each line item in a group.

c. If any one item bid in a group is deemed non-responsive or unacceptable, or if a bidder is not able to supply or bid on one or more items in a group, the entire group will not be considered for award to that bidder.

4.4.3 The quantities listed on **EXHIBIT A**, Pricing Page, are an estimated cumulative total based on ***individual item sales*** using historical sales data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.

4.4.4 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A**, Pricing Page.

4.5 Manufacturers' Information:

4.5.1 The bidder shall complete and submit **EXHIBIT G**, Manufacturers' Information, for all line items bid. This information is necessary for items to be entered into the Department's POS system if awarded. **EXHIBIT G** should be submitted with the bidder's bid response, and **must** be received prior to an award of a contract.

4.6 Preferences:

4.6.1 ***American Made***: In accordance with the Domestic Product Act (hereinafter referred to as the Buy American Act), sections 34-350 through 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 Act mandate in section 34.353 RSMo are met.

c. If the bidder claims there is only one line item 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.

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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.

4.6.2 ***Missouri Service-Disabled Veteran Business Enterprise Preference*** – 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 enterprise and who complete and submit **EXHIBIT C**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed **EXHIBIT C** and the documentation specified on **EXHIBIT C** in accordance with the instructions provided therein, no preference points will be applied.

a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.6.3 ***Organization for the Blind and Sheltered Workshop*** – Pursuant to section 34.165 RSMo, and 1CSR40-1.050, 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 (10) 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 D**, 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 E**, Documentation of Intent to Participate form, signed and dated no

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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 E**, 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 Alphapointe Association for the Blind can be found at the following Internet addresses:

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

1) Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit D**, shall be interpreted as a contractual requirement.

4.6.4 The Blind/Sheltered Workshop preference required under section 34.165 RSMo and 1 CSR 40 1.050 allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.7 Compliance with Terms and Conditions:

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

4.8 Bid Detail Requirements and Deviations:

4.8.1 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 non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

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4.9 Submission of Bids:

4.9.1 **For each item bid, the bidder should include a copy/picture of the item label along with the bid that verifies all required labeling specifications will be met as indicated in paragraph 3.3.1.** If the label is not furnished with the bid, the label must be provided upon request. If requested, the label shall be furnished within five (5) business days after notification from the Department. Failure to provide this information may render the bid incapable of evaluation and non-responsive.

4.9.2 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

4.9.3 Bids are due no later than the bid date and time as stated on the first page of this IFB.

4.9.4 ***Vendor Information Data Form*** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at http://doc.mo.gov/DHS/Contracts.php and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov .

4.10 Employee Bidding/Conflict of Interest:

4.10.1 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 official, please complete **EXHIBIT F**, Miscellaneous Information.

5. EVALUATION AND AWARD

5.1 Evaluation:

5.1.1 The evaluation shall include the original contract period plus the renewal periods. The estimated quantities shall be taken into consideration to compute the total price for the original contract period and renewal periods.

5.1.2 The cost evaluation shall be calculated as follows:

a. For line items 001-005, the individual cost for each line item will be calculated by dividing the firm fixed case price for each line item stated on **EXHIBIT A**, Pricing Page, by the number of individual items per case to arrive at the individual item cost. The initial contract period cost for each line item will be calculated by multiplying the individual item cost by the estimated quantity for the line item.

b. For line item 006, the individual item cost for the line item will be calculated by dividing the firm fixed case price for the item stated on **EXHIBIT A**, Pricing Page by the number of items per case. The cost per ounce for the line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce. The initial contract period cost for the line item will be calculated by multiplying the total cost per ounce by the multiplier four (4) then multiplied by the estimated quantity for that line item.

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c. For Group #1 (line items 007 and 008) ***and for evaluation purposes only***, the individual item cost for each line item will be calculated by dividing the firm fixed case price for the item stated on **EXHIBIT A**, Pricing Page by the number of items per case. The cost per ounce for each line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce. The total cost for each line item will be calculated by multiplying the total cost per ounce by the multiplier listed for each line item below, then multiplied by the estimated quantity for that line item.

LINE ITEM	MULTIPLIER
007	0.6
008	16

1) For Group #1, line item 009, ***and for evaluation purposes only***, the individual cost for the line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A**, Pricing Page, by the number of items per case then multiplied by the estimated quantity for that line item.

The initial contract period cost for the group will be calculated by adding the total cost of the line items in the group together.

d. For Group #2 (line items 010-016), ***and for evaluation purposes only***, the individual cost for each line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A**, Pricing Page, by the number of items per case then multiplied by the estimated quantity for that line item. The initial contract period cost for the group will be calculated by adding the total cost of the line items in the group together.

e. For Group #3 (line items 017-019), ***and for evaluation purposes only***, the individual cost for each line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A**, Pricing Page, by the number of items per case then multiplied by the estimated quantity for that line item.

1) For Group #3 (line item 020) ***and for evaluation purposes only***, the individual item cost for the line item will be calculated by dividing the firm fixed case price for the item stated on **EXHIBIT A**, Pricing Page by the number of items per case. The cost per ounce for the line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce. The total cost for the line item will be calculated by multiplying the total cost per ounce by the multiplier fifteen (15) then multiplied by the estimated quantity for that line item.

The initial contract period cost for the group will be calculated by adding the total cost of the line items in the group together.

f. A cost for each renewal period will be calculated in the same manner as indicated in 5.1.2 a. - e., for all line items. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for line items 001-006 and for each group.

5.1.3 ***Buy American Preference*** – If calculations for the Buy American preference are necessary, items bid **not** meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic Procurement Act, sections 34-350 RSMo through 34.359 RSMo, the Buy American preference shall be computed as follows:

Total Bid Price x 1.10 = Total Evaluated Bid Price

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5.1.4 ***Determination of Cost Points*** – Cost points shall be computed as follows:

<u>Lowest Responsive Total Evaluated Bid Price</u> x 100 + earned preference points = Total Cost Points
Compared Total Evaluated Bid Price

a. **NOTE: <u>The prompt payment discount terms on contracts will not be used in any cost calculation</u>.**

5.2 Award:

5.2.1 Award for each group shall be made to the bidder whose items meet the required specifications and has the highest total cost points for the group. Only one award shall be made for each group.

5.2.2 Award for line items 001-006 shall be made to the bidder(s) whose item(s) meets the required specifications and has the highest total cost points. Only one award shall be made for each line item.

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

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EXHIBIT A, Pricing Page continued on next page

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EXHIBIT C
Missouri Service-Disabled Veteran Business Enterprise Preference

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Missouri Department of Corrections has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

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

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

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

STANDARDS:

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

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

If a bidder meets the standards of a qualified SDVE as stated above, the bidder must provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

EXHIBIT C, continued on next page

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EXHIBIT C (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 Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) 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 OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

_____	_____
Procurement Officer	Date

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EXHIBIT D
Participation Commitment

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

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

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EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	Certification #	_____ (or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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)*

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N/A

EXHIBIT F
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:		_____ %

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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.

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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 or evaluation process 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. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by 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

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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.

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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.

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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 08/07/2014

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