



**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
12/4/15	Attn: Lori Zuber, Senior Sales Mgr. Pepsi Beverages Company One Union 70 Center Drive St. Louis, MO 63120	Amendment 005 CR453001	Carbonated Beverages & Sports Drink For Resale in Offender Canteens Various Locations

**CONTRACT # CR453001 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.1.1 and 2.2.1 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 14.6% increase in price for line item 001 and a 11.2% increase for line item 002 for the period of January 1, 2016 through December 31, 2016.

The prices for the new contract period are as follows:

- Line item 001 – Carbonated Drinks – \$5.90 per case of 24
- Line item 002 – Sports Drink - \$15.95 per case of 24.

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 D. Wood, Chief Financial Officer, Division of Human Services

12/8/15

Date



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

**RETURN AMENDMENT NO LATER THAN AUGUST 28, 2015 TO:**

Diana Fredrick, CPPB  
Diana.fredrick@doc.mo.gov  
(573) 526-0581 - (573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/21/15	Attn: Lori A. Zuber, Sales Senior Mgr. Pepsi Cola Metropolitan Bottling Co. DBA Pepsi Beverages Company One Union 70 Center Drive St. Louis, MO 63120	Amendment 004 CR453001	Carbonated Beverages & Sports Drink for Resale in Offender Canteens Various Locations

**CONTRACT CR453001 IS HEREBY AMENDED AS FOLLOWS:**

The Missouri Department of Corrections desires to amend contract CR453001 to add an additional delivery location that will utilize the contract to purchase all line items. The delivery location to be added to the contract shall be as follows:

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

All terms, conditions and provisions of the previous contract period, including price, shall remain and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

**IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.**

Company Name: Pepsi Beverages Company  
Mailing Address: One Union 70 Center Dr.  
City, State Zip: St. Louis, Mo 63120  
Telephone: 314-713-9280  
E-Mail Address: lori.zuber@pepsico.com  
Authorized Signer's Printed Name and Title: Lori Zuber Sales Sr. Mgr.  
Authorized Signature: Lori Zuber Date 8-27-15

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

Lenard D. Lenger 8/31/15  
**Lenard D. Lenger, Comptroller, Division of Human Services** **Date**



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

RETURN AMENDMENT NO LATER THAN DECEMBER 24, 2014 TO:  
DIANA FREDRICK, CPPB  
Diana.fredrick@doc.mo.gov  
(573) 528-0691 - (573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 238  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER REVISED	CONTRACT DESCRIPTION
12/19/14	Attn: Lori A. Zuber, Sales Senior Mgr. Pepsi Cola Metropolitan Bottling Co. DBA Pepsi Beverages Company One Union 70 Center Drive St. Louis, MO 63120	Amendment 003 CR453001	Carbonated Beverages & Sports Drink for Resale in Offender Canteens Various Locations

**CONTRACT # CR453001 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.1.1 and 2.2.1 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices for the period of January 1, 2015 through December 31, 2015. The prices for the new contract period are as follows:

- Line item 001 – Carbonated Drinks - \$5.73 per case of 24.
- Line item 002 – Sports Drink - \$15.50 per case of 24.

All terms, conditions and provisions of the previous contract period shall remain and apply hereto.

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

**IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.**

Name: Pepsi Beverages Company  
 Mailing Address: One Union 70 Center Dr.  
 City, State Zip: St Louis, MO 63120  
 Telephone: 314-713-9280 E-Mail Address: lori.zuber@pepsico.com  
 Authorized Signer's Printed Name and Title: Lori Zuber, Sales Sr. Mgr.  
 Authorized Signature: [Signature] Date 12-15-14

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

[Signature] 1/7/15  
 Lenard D. Lenger, Comptroller, Division of Human Services Date



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

RETURN AMENDMENT NO LATER THAN DECEMBER 12, 2014 TO:  
DIANA FREDRICK, CPPB  
Diana.fredrick@doc.mo.gov  
(573) 528-0591 - (573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
12/08/14	Attn: Lori A. Zuber, Sales Senior Mgr. Pepsi Cola Metropolitan Bottling Co. DBA Pepsi Beverages Company One Union 70 Center Drive St. Louis, MO 63120	Amendment 003 CR453001	Carbonated Beverages & Sports Drink for Resale in Offender Canteens Various Locations

**CONTRACT # CR453001 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.1.1 and 2.2.1 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices for the period of January 1, 2015 through December 31, 2016. The prices for the new contract period are as follows:

- Line item 001 – Carbonated Drinks - \$5.73 per case of 24.
- Line item 002 – Sports Drink - \$15.50 per case of 24.

All terms, conditions and provisions of the previous contract period shall remain and apply hereto.

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

**IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.**

Name: Pepsi Beverages Company  
Mailing Address: One Union 70 Center Dr.  
City, State Zip: St. Louis, MO 63120  
Telephone: 314-713-9280 E-Mail Address: lori.zuber@pepsico.com  
Authorized Signer's Printed Name and Title: Lori Zuber, Sales Sr. Mgr.  
Authorized Signature: Lori Zuber Date 12-15-14

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

Lenard D. Lenger 12/17/14  
Lenard D. Lenger, Comptroller, Division of Human Services Date



STATE OF MISSOURI  
 MISSOURI DEPARTMENT OF CORRECTIONS  
 CONTRACT AMENDMENT

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
11/15/2013	Attn: Sheila Ward Pepsi Cola Metropolitan Bottling Co. DBA Pepsi Beverages Company 1775 Kansas City Road Olathe, KS 66061	Amendment #002 CR453001	Carbonated Beverages & Sports Drink Resale in Offender Canteens Various Locations

**CONTRACT # CR453001 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.1.1 and 2.2.1 on page 5, the Department of Corrections hereby exercises its option to renew the above-referenced contract at an 8% increase in price for the period of January 1, 2014 through December 31, 2014.

The price for the new contract period is as follows:

- Line item 001 – Carbonated Drinks – \$5.56 per case of 24
- Line item 002 – Sports Drink - \$15.50 per case of 24

All 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 DOCUMENT MUST BE SIGNED TO BE VALID:.....

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

*Lenard D. Lenger* 11/19/13  
 \_\_\_\_\_  
 Lenard D. Lenger, Comptroller, Division of Human Services Date



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

Diana Fredrick, CPPB  
Diana.fredrick@doc.mo.gov  
(573) 526-0591  
(573) 522-8407 (Fax)  
FMU/PURCHASING SECTION  
P. O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/08/12	Attn: Sheila Ward Pepsi Cola Metropolitan Bottling Inc., DBA/Pepsi Beverages Company 1775 Kansas City Road Olathe, KS 66061	Amendment 001 CR453001	Carbonated Beverages & Sports Drink for Resale in Offender Canteens Various Institutions

**CONTRACT # CR453001 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.1.1 and 2.2.1 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 5% increase in price for the period of January 1, 2013 through December 31, 2013.

The price for the new contract period is as follows:

- Line item 001 – \$5.41 per case of 24.
- Line item 002 - \$15.07 per case of 24

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.**

*Lenard D. Lenger*

Lenard D. Lenger, Comptroller, Division of Human Services

*8/10/12*  
Date

**AMENDMENT 001  
Invitation for Bid**

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

**IFB CR453  
AMENDMENT 001**

**Carbonated Beverages & Sports Drink  
For Resale In Offender Canteens  
For  
Department of Corrections  
Various Locations**

Contract Period: January 01, 2012 through December 31, 2012  
Date of Issue: November 2, 2012  
Page 1 of 32

**Bids Must be Received No Later Than:**

**2:00 p.m. Tuesday, November 22, 2011**

For information pertaining to the IFB, contact:  
Diana Fredrick, CPPB, Procurement Officer II  
Telephone: (573) 526-0591  
[Diana.fredrick@doc.mo.gov](mailto:Diana.fredrick@doc.mo.gov)

**Procured by the**

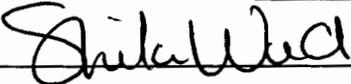
**Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive  
Jefferson City, MO 65109**

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or PO 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: Pepsi Cola Metropolitan Bottling Company, Inc. dba Pepsi Beverages Company  
Mailing Address: 1775 Kansas City Road  
City, State Zip: Olathe, KS 66061  
Telephone: 913-791-3000 Fax: 913 961-1369  
Federal EIN#: 36-1124268 State Vendor # (if applicable) \_\_\_\_\_  
Email: sheila.ward@pepsico.com

Authorized Signer's Printed Name and Title: Sheila M. Ward, Channel Manager - Recreation & Retail

Authorized Signature:  Bid Date: November 22, 2011

**NOTICE OF AWARD:**

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

  
Lenard D. Lenger, Comptroller, Division of Human Services

Contract No. CR453001  
12/5/11  
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 case price for all brands bidding delivered FOB Destination Prepaid and Allowed to all institutions listed on Attachment 1 for each product below. Prices shall be considered firm and fixed throughout the contract period.

LINE ITEM #	ESTIMATED ANNUAL QUANTITY (Cans)	DESCRIPTION (FLAVOR)	FIRM FIXED CASE PRICE
001	568,600	COLA	\$ <u>5.15 per case</u>  List Case Size: <u>24</u>
	64,100	DIET COLA	
	445,400	CHERRY COLA	
	9,370	LEMON LIME	
	1,020	DIET LEMON-LIME	
	146,400	ROOT BEER	
	414,500	SPECIALTY	

LINE ITEM #	ESTIMATED ANNUAL QUANTITY (Bottles)	DESCRIPTION (FLAVOR)	CASE PRICE
002	5,000	SPORTS DRINK - Lemon-Lime Flavor Only	\$ <u>14.35 per case</u>  List Case Size: <u>24</u>

**Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices:  
N/A % if paid within N/A days of receipt of invoice

Check here if the Department's canteen purchasing card (Visa) is acceptable as a method of payment: Yes

(EXHIBIT A, Pricing Page continued on page 17)

**EXHIBIT A**  
Pricing Page (Cont.)

**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 periods. 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.

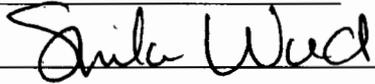
**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<u>MAXIMUM INCREASE</u>	<b>OR</b>	<u>MINIMUM DECREASE</u>
Renewal Period #1	original contract price + <u>5</u> %	<b>OR</b>	original contract price - _____ %
Renewal Period #2:	original contract price + <u>8</u> %	<b>OR</b>	original contract price - _____ %
Renewal Period #3:	original contract price + <u>12</u> %	<b>OR</b>	original contract price - _____ %
Renewal Period #4:	original contract price + <u>16</u> %	<b>OR</b>	original contract price - _____ %

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

Company Name: Pepsi Cola Metropolitan Bottling Company, Inc. dba Pepsi Beverages Company

Printed Name: Sheila M. Ward, Channel Manager Email Address: sheila.ward@pepsico.com

Authorized Signature:  Date: 11-17-11

**EXHIBIT B**  
**Specification of Brand**

Bidders shall list which brands they will be providing to each institution. Bidders must complete this table in its entirety.

INSTITUTION	COLA BRAND	DIET COLA BRAND	CHERRY COLA BRAND	LEMON LIME BRAND	DIET LEMON LIME BRAND	ROOT BEER BRAND	SPECIALTY BRAND	SPORTS DRINK BRAND
<b>EXAMPLE</b> <i>Central Missouri Correctional Center</i>	<i>Coca-Cola</i>	<i>Diet Coke</i>	<i>Cherry RC Cola</i>	<i>Sierra Mist</i>	<i>Diet Sprite</i>	<i>A&amp;W</i>	<i>Dr. Pepper</i>	<i>Powerade</i>
Algoa Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Jefferson City Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Boonville Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Chillicothe Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Crossroads Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Western Missouri Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Eastern Reception & Diagnostic Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Farmington Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Fulton Reception & Diagnostic Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Cremer Therapeutic Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Moberly Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Missouri Eastern Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Maryville Treatment Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Northeast Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL

**EXHIBIT B**  
Specification of Brand (Cont.)

INSTITUTION	COLA BRAND	DIET COLA BRAND	CHERRY COLA BRAND	LEMON LIME BRAND	DIET LEMON LIME BRAND	ROOT BEER BRAND	SPECIALTY BRAND	SPORTS DRINK BRAND
Ozark Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Potosi Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
South Central Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Southeast Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Tipton Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Woman's Eastern Reception & Diagnostic Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL
Western Reception & Diagnostic Correctional Center	Pepsi	Diet Pepsi	Cherry Pepsi	Sierra Mist	Dt Sierra Mist	Mug	Mountain Dew	Gatorade - LL

**THIS SPACE INTENTIONALLY LEFT BLANK**

**EXHIBIT C**

**STATE OF MISSOURI – DEPARTMENT OF CORRECTIONS  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced in U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Pepsi Cola Metropolitan Bottling Company, Inc. dba Pepsi Beverages Company

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced in U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

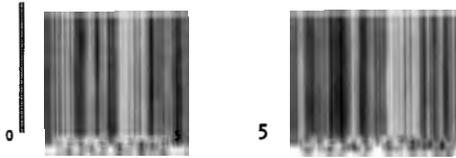
COMPANY NAME

**NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.**

**EXHIBIT H**

**Manufacturers' Information**

The bidder must state the manufacturer code and manufacturer product code (10 or 12 digits) for **each brand and flavor bid**.



EXAMPLE: Manufacturer Code = 12345 or 012345 Manufacturer Five Digit Product Code: 67890 or 678900

<b><u>COLA</u></b>	6 Pk 012000	6pk 00133
<b>Manufacturer Code:</b>	12 Pk 012000	12pk 09941
	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>DIET COLA</u></b>	6 Pk 012000	6 Pk 00508
	12 Pk 012000	12 Pk 09958
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>CHERRY COLA</u></b>	12 Pk 012000	12 Pk 09996
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>LEMON LIME</u></b>	6 Pk 012000	6 Pk 02404
	12 Pk 012000	12 Pk 27165
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>ROOT BEER</u></b>	12 Pk 012000	12 Pk 10008
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>SPECIALTY</u></b>	6 Pk 012000	6 Pk 00850
	12 Pk 012000	12 Pk 09965
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

<b><u>SPORT DRINK</u></b>	24 Pk 052000	24 Pk 28684
<b>Manufacturer Code:</b>	_____	<b>Manufacturer Five Digit Product Code:</b> _____

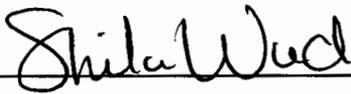
<p><b>INVITATION FOR BID</b></p> <p>Missouri Department of Corrections P.O. Box 236 Jefferson City, MO 65102</p>	<p><b>IFB CR453</b></p> <p><b>Carbonated Beverages &amp; Sports Drink For Resale in Offender Canteens</b></p>
<p><b>Bids Must be Received No Later Than:</b></p> <p>2:00 p.m. Tuesday, November 22, 2011</p> <p><b>For information pertaining to the IFB contact: Diana Fredrick, CPPB, Procurement Officer II Telephone: (573) 526 – 0591 Diana.fredrick@doc.mo.gov</b></p>	<p>FOR <b>Department of Corrections Various Locations</b> Contract Period: January 01, 2012 through December 31, 2012 <b>Date of Issue: October 31, 2011</b> <b>Page 1 of 30</b></p> <hr/> <p><b>Procured by the</b></p> <p><b>Missouri Department of Corrections Fiscal Management Unit Purchasing Section 2729 Plaza Drive Jefferson City, MO 65109</b></p>

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

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

**Company Name:** Pepsi Cola Metropolitan Bottling Company, Inc. dba Pepsi Beverages Company  
**Mailing Address:** 1775 Kansas City Road  
**City, State Zip:** Olathe, KS 66061  
**Telephone:** 913-791-3000 **Fax:** 913-961-1369  
**Federal EIN #:** 36-1124268 **State Vendor #** \_\_\_\_\_  
**Email:** sheila.ward@pepsico.com

**Authorized Signer's Printed Name and Title** Sheila M. Ward, Channel Manager - Recreation & Retail

**Authorized Signature:**  **Bid Date** November 22, 2011

**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.*

## 1. Introduction and General Information

### 1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the Missouri Department of Corrections (hereinafter referred to as Department) to establish a contract for the purchase of carbonated beverages and a sports drink for resale in the offender canteens at twenty-one (21) correctional institutions.

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

Section 1. - Introduction and General Information

Section 2. - Contractual Requirements

Section 3. - Performance Requirements

Section 4. - Bidder's Instructions

Exhibits A-H

Terms and Conditions

Attachment 1

### 1.2 Contact:

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

### 1.3 Background Information:

1.3.1 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.

1.3.2 Expenditures from general revenue funds are not included in this contract. Canteen funds expended by this contract are not subject to appropriation by the General Assembly.

1.3.3 All items for this IFB are currently under contract. This contract is being established to replace the existing contract when it expires.

Item Number	Contract Number	Contract Expiration Date
001-007	CN165001	December 31, 2011

### 1.4 Vendor Information Data Form:

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

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 Contract Period:

2.1.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional 12 month periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal 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 prices 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 paragraph 2.9 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 -  $\$1.00 \times 2\% = \$1.02$

Economic Adjustment -  $\$1.00 \times 5\% = \$1.05$

Renewal Period Price -  $\$1.02 + \$0.05 = \$1.07$

- b. If renewal percentages are not provided, then prices during 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 Extension:

2.3.1 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 the new contract.

### 2.4 Termination and Force Majeure:

2.4.1 **Termination** - The Department reserves the right to terminate the contract at any time for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

2.4.2 **Force Majeure** - The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri 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.

## 2.5 Severability:

2.5.1 If any provision of this contract or the application thereof is held invalid, the invalidity shall not effect 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.

## 2.6 Estimated Quantity:

2.6.1 The quantity listed on **EXHIBIT A, Pricing Page**, is estimated based on **individual units of sale (cans/bottles)** using historical data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.

## 2.7 Contract Prices:

2.7.1 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.

- a. Pricing shall be considered firm for all items to be delivered to all institutions for the duration of the contract period unless a price increase is allowed as outlined in paragraph 2.9 of this IFB.

## 2.8 Point of Contact:

2.8.1 The contractor must act as the responsible agent for all distributors shipping product to institutions, and be the single point of contact on all matters other than the placement of orders.

## 2.9 Economic Adjustment Clause:

2.9.1 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.

2.9.2 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.** 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. 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.*

2.9.3 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.

- 2.9.4 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.
- 2.9.5 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.
- 2.9.6 The contractor shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effective price change date as agreed upon by the parties in the written contract amendment. The order date is the date of the Department purchase order sent to the contractor. Items with an order date prior to the newest effective price change date will be invoiced at the current price as of the date of purchase order regardless of when delivery is accepted. No price increases shall be billed to the Department without prior written approval by the Department Purchasing Section through a formal contract amendment.
- 2.9.7 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 decrease.

## **2.10 Invoicing and Payment Terms:**

- 2.10.1 All payment terms shall be as stated in the terms and conditions of this contract. **All invoices must be itemized.** Invoices shall be sent to:

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

- 2.10.2 Electronic invoices may be emailed to [DOC.CanteenPayables@doc.mo.gov](mailto:DOC.CanteenPayables@doc.mo.gov) . Emailed invoices should include the purchase order number in the subject line for prompt payment. Payment of invoices not containing this information may be delayed.
- 2.10.3 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.10.4 Invoices should include the purchase order number for timely payment. Payment of invoices not containing this information may be delayed.
- 2.10.5 Payments will be processed based on final delivery, inspection, and acceptance of the items.
- 2.10.6 The contractor should have the capability of accepting the Department's canteen purchasing card (VISA) as a method of payment. Unauthorized price changes or additional fee(s) may not be assessed when accepting the canteen purchasing card as a form of payment. Canteen purchasing card acceptance is preferred but is not the exclusive method of payment.
- a. **The canteen purchasing card shall not be charged until items are delivered, inspected, and accepted.**
  - b. If the canteen purchasing card is used for payment, an itemized invoice reflecting the charged amount must be sent to the ordering institution.

**2.11 Insurance:**

- 2.11.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity

of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

**2.12 Subcontractors:**

- 2.12.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

**2.13 Contractor Status:**

- 2.13.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**3. PERFORMANCE REQUIREMENTS****3.1 Specifications:**

- 3.1.1 The items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein.

**3.3 Orders:**

- 3.3.1 Each institution will determine which of the offered flavors will be ordered, and may choose not to order or stock all flavors at one time.

a. There shall be **no** minimum order requirements for both line items.

**3.4 Item Labeling, Expiration Dates, Size and Packaging Requirements:**

- 3.4.1 Each can/bottle label must bear an identifying barcode for individual resale, nutrition facts, ingredients, net weight, and name of item.

- 3.4.2 Each can/bottle must bear the date of expiration/freshness date. At minimum, all items must have a three (3) month shelf life upon delivery. Freshness dating shall be legible on each can/bottle.
- a. If the expiration/freshness date is expressed in date codes (e.g. Julian), the bidder shall provide decoding information upon award of contract.
- 3.4.3 Any items received with a freshness date of less than three (3) months will be refused or returned at the contractor's expense.
- 3.4.4 Item labels must not be pre-priced.
- 3.4.5 Size shall be as indicated below. Items falling outside the requested size range or specified size will not be considered.
- a. Carbonated beverages shall be twelve (12) ounce aluminum cans.
  - b. Sports drink shall be a twenty (20) ounce plastic bottle.
- 3.4.6 All items shall be individually commercially packaged for resale. Carbonated beverage and sports drink packaging shall protect the integrity of the contents so that the items are not exposed to adulteration or potential contaminants. 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 the item(s).
- a. Packaging must be no more than twenty-four (24) individual cans/bottles per case.
- 3.4.7 Glass containers are not acceptable and will not be considered for award.
- 3.5 Substitution of Product:**
- 3.5.1 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.
- a. The contractor is obligated per the terms and conditions of the contract to obtain a substitution to replace an awarded item that meets or exceeds the specifications of the item that was originally awarded at no additional cost to the Department.
- 3.5.2 The contractor must immediately notify the Department prior to the discontinuation of any item, change in packaging size, or labeling of an item awarded. 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.
- 3.5.3 The Department reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if price is equal to or less than contract price. The Department shall be the final authority as to acceptability of the proposed substitution.
- a. Substitutions must be approved **in advance** by a formal contract amendment.
- 3.5.4 Packaging: The contractor shall not change the specified packaging and size of any item that has been awarded to the contractor without prior written approval by the Department.

- a. The Department recognizes that a change in packaging size may warrant a price adjustment. No price adjustment shall be made on any item awarded to the contractor without written approval by a formal contract amendment.

### 3.6 Replacement of Damaged/Defective Product:

- 3.6.1 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 items to the contractor for replacement.

### 3.7 Delivery Performance:

- 3.7.1 Delivery shall include unloading shipments at the Department dock or other designated unloading sites as requested by the Department. All orders must be shipped ***FOB Destination, Freight Prepaid and Allowed.***

- a. Each institution shall inform the contractor if a route truck or a box truck is the best option for delivery to that institution based on their unloading site and method of unloading.

- 3.7.2 Orders shall be placed by the institutions listed on Attachment 1. The contractor must begin accepting orders upon notice of award. All orders received on the last day of the contract must be shipped at the contract price. **The contractor must coordinate its delivery schedule with the ordering institution.** Institutions may have specific times that deliveries can be accepted based on security procedures. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. A Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the institutions identified on Attachment 1. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, the delivery will be refused. If information obtained in the MULES background check prohibits the driver from entering the institution, the delivery will be refused. Additional delivery costs for redelivery or contracting with an alternate carrier shall be the responsibility of the contractor.

- b. Each institution will determine frequency of delivery based on their needs. If requested by the institution, the contractor must be able to provide weekly delivery service.

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

### 3.7.3 Delays in the Delivery Performance:

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

- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources, unless an extension of time is agreed upon pursuant to 3.7.3a.

**3.8 Item Selection and Sales Performance:**

3.8.1 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). All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same. 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 cancelled/discontinued items will be returned for full credit at no cost to the Department.

3.8.2 If at any time during the contract period the committee decides to add additional flavors of an awarded item, the Department shall have the right to add those flavors at the price indicated on **EXHIBIT A, Pricing Page**, of the IFB. All specifications, terms and conditions of the contract, including the pricing on all items shall remain the same. Additional item choices shall not be added without Department approval. Department approval may entail the sampling of the proposed item selection.

**4. BIDDERS INSTRUCTIONS**

**4.1 Brands and Flavors:**

4.1.1 Acceptable brands for mandatory flavors are listed below. Bidders may provide multiple acceptable brands for both line items if desired, but must provide all flavors listed for delivery to all institutions listed on Attachment 1.

<b>FLAVORS</b>	<b>BRAND</b>	<b>BRAND</b>	<b>BRAND</b>
Cola	Coca-Cola	Pepsi Cola	RC Cola
Diet Cola	Diet Coke	Diet Pepsi	Diet Rite Cola
Cherry Cola	Cherry Coke	Wild Cherry Pepsi	Cherry RC Cola
Lemon-Lime	Sprite	Sierra Mist	7Up
Root Beer	Barq's	Mug	A&W
Specialty	Dr. Pepper	Mountain Dew	Mr. Pibb
Sports Drink - Lemon Lime	Powerade	Gatorade Original	GL7

**4.2 Compliance with Terms and Conditions:**

4.2.1 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.

**4.3 Bid Detail Requirements and Deviations:**

4.3.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail

sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer.

#### 4.4 **EXHIBIT A – Pricing Page:**

4.4.1 The bidder must submit a **firm fixed price** on **EXHIBIT A, Pricing Page.**

- a. Pricing shall be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outlined in paragraph 2.9 of this IFB.

4.4.2 The bidder should complete the “Terms” section on **EXHIBIT A, Pricing Page.**

#### 4.5 **EXHIBIT B - Specification of Brand**

4.5.1 The Department recognizes that bidders may not be able to deliver the same brand to each institution; therefore, the bidder may offer different brands and must indicate the brand they are bidding for each institution on **EXHIBIT B - Specification of Brand.** The brands bid must be one of those indicated in paragraph 4.1.1.

- a. Pricing shall be the same to each institution for each brand indicated on **EXHIBIT B - Specification of Brand.**

#### 4.6 **Submission of Bids**

4.6.1 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.

4.6.2 **Bids are due no later than 2:00 p.m. on Tuesday, November 22, 2011. Bids should be in a single sealed envelope, clearly marked on the outside, left corner with the company name and return address, the bid number, and the due date and time. Bids must be submitted to one of the following addresses:**

**Attention: Diana Fredrick  
Purchasing Section  
Department of Corrections  
2729 Plaza Drive  
Jefferson City, MO 65109  
(UPS, FedEx, Courier Service)**

**OR**

**Attention: Diana Fredrick  
Purchasing Section  
Department of Corrections  
PO Box 236  
Jefferson City, MO 65102  
(USPS)**

#### 4.7 **Preferences:**

4.7.1 **American Made:** In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act), sections 34-350-34.359 RSMo the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353 RSMo are met.

- c. If the bidder claims there is only one line of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.
- d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT C**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- e. 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.

**4.7.2 Organization for the Blind/Sheltered Workshop:** Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
    - **Participation Commitment** - The bidder must complete **EXHIBIT 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 by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

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

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

#### 4.8 Evaluation and Award:

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

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

Total Bid Price x .90 = Total Evaluated Bid Price

4.8.3 Determination of Cost Points – Cost points shall be computed for each item bid as follows:

**Lowest Responsive Total Evaluated Bid Price x 100 + earned preference points = Total Cost Points**  
**Compared Total Evaluated Bid Price**

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

4.8.4 For Line Item 001, award shall be made to the bidder with the highest cost points who can provide all the required flavors for delivery to all the institutions.

4.8.5 For Line Item 002, award shall be made to the bidder with the highest cost points for delivery to all institutions.

4.8.6 Other Considerations: The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; 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.

**4.9 Employee Bidding/Conflict of Interest:**

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

**4.10 Manufacturers' Corporate and Plant Information:**

4.10.1 The bidder shall complete and submit **EXHIBIT H, Manufacturers' Information**. This information is necessary for each item to be entered into the Department POS system.

**4.11 Local or Territorial Distributors:**

4.11.1 The Department recognizes that some or all of the items listed on **EXHIBIT A, Pricing Page**, may be sold through local or territorial distributorships. The bidder shall submit the distributor name and address for each distributor that will be servicing each institution listed on Attachment 1 along with the contact name and contact phone number of the person who will receive orders from the institution. **This information should be submitted with the bidder's bid response, and must be received prior to an award of a contract.**

**THIS SPACE INTENTIONALLY LEFT BLANK**

**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.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> 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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>
1.	
2.	

**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 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 \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT F**

**Missouri Service-Disabled Veteran Business Preference**

Pursuant to section 34.074, RSMo, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

**Service-Disabled Veteran** 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** 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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference of a **three-point bonus** over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this exhibit. The above-referenced letter from the VA and a copy of the bidder's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

**EXHIBIT G**

**Miscellaneous Information**

**Employee Bidding/Conflict of Interest**

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

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

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

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record

of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the department's Website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

#### 4. PREPARATION OF BIDS

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

#### 5. SUBMISSION OF BIDS

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

## 6. BID OPENING

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

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious 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 State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with 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, 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 bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.

- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by Department.

#### **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) 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 State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. 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 state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

#### **11. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

#### **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The 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.

### 13. WARRANTY

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

### 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the 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.

### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- 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.

### 17. COMMUNICATIONS AND NOTICES

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

**18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the 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.

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

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.

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the 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.

**21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**22. FILING AND PAYMENT OF TAXES**

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

**23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 06-20-11

**END OF DOCUMENT**

**ATTACHMENT 1****ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd.  
Jefferson City, MO 65101  
PH: 573-751-3224

**BOONVILLE CORRECTIONAL CENTER**

1216 East Morgan Street  
Boonville, MO 65233  
PH: 660-882-6521

**CHILLICOTHE CORRECTIONAL CENTER**

3151 Litton Road  
Chillicothe, MO 64601  
PH: 660-646-4032

**CREMER THERAPEUTIC CENTER**

689 Route O  
Fulton, MO 65251  
PH: 573-595-4013

**CROSSROADS CORRECTIONAL CENTER**

1115 E. Pence Road  
Cameron, MO 64429  
PH: 816-632-2727

**EASTERN RECEPTION & DIAGNOSTIC CENTER**

2727 Highway K  
Bonne Terre, MO 63628  
PH: 573-358-5516

**FARMINGTON CORRECTIONAL CENTER**

1012 W. Columbia  
Farmington, MO 63640  
PH: 573-218-7100

**FULTON RECEPTION & DIAGNOSTIC CENTER**

1393 Highway O  
Fulton, MO 65251  
PH: 573-592-4040

**JEFFERSON CITY CORRECTIONAL CENTER**

8416 No More Victims Road, Dock B  
Jefferson City, MO 65101  
PH: 573-751-3224

**MOBERLY CORRECTIONAL CENTER**

5201 South Morley  
Moberly, MO 65270  
PH: 660-263-3778

**MISSOURI EASTERN CORRECTIONAL CENTER**

18701 Old Highway 66  
Pacific, MO 63069  
PH: 636-257-3322

**MARYVILLE TREATMENT CENTER**

30227 US Highway 136  
Maryville, MO 64468  
PH: 660-582-6542

**NORTHEAST CORRECTIONAL CENTER**

13698 Airport Road  
Bowling Green, MO 63334  
PH: 573-324-9975

**OZARK CORRECTIONAL CENTER**

929 Honor Camp Lane  
Fordland, MO 65652  
PH: 417-767-4494

**POTOSI CORRECTIONAL CENTER**

11593 State Highway O  
Mineral Point, MO 63660  
PH: 573-438-6000

**SOUTH CENTRAL CORRECTIONAL CENTER**

255 W. Highway 32  
Licking, MO 65542  
PH: 573-674-4470

**SOUTHEAST CORRECTIONAL CENTER**

300 E. Pedro Simmons Drive  
Charleston, MO 63834  
PH: 573-683-4409

**TIPTON CORRECTIONAL CENTER**

619 N. Osage Avenue  
Tipton, MO 65081  
PH: 660-433-2031

**WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER**

1011 E. Highway 54, Vandalia, MO 63382  
PH: 573-594-6686

**WESTERN MISSOURI CORRECTIONAL CENTER**

609 E. Pence Road, Cameron, MO 64429  
PH: 816-632-1390

**WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER**

3401 Faraon Street, St. Joseph, MO 64506  
PH: 816-387-2158

From: (913) 791-3057  
Sheila Ward  
PepsiAmericas  
1775 E. Kansas City Rd.  
Olathe, KS 66061

Origin ID: IXDA



Ship Date: 18NOV11  
ActWgt: 1.0 LB  
CAD: 1416185/INET3210

Delivery Address Bar Code



SHIP TO: (573) 526-0591 **BILL SENDER**  
**Diana Frederick - Purchasing Dept.**  
**Department of Correction**  
**2729 PLAZA DR**  
  
**JEFFERSON CITY, MO 65109**

Ref #  
Invoice #  
PO #  
Dept #

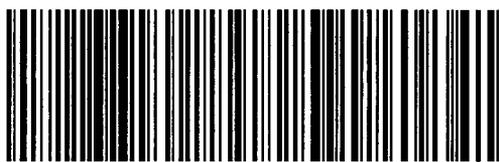
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**MON - 21 NOV A4**  
**PRIORITY OVERNIGHT**

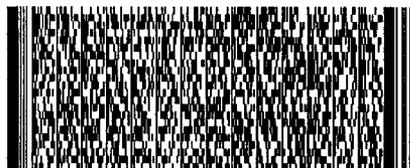
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**65109**  
MO-US  
STL

**XX JEFA**



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2. Fold the printed page along the horizontal line.
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