STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN OCTOBER 27, 2016 TO:

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/20/16	Attn: Andy Pskowski, President All State Distributors, Northeast, Inc. 190 Crystal Run Road Middletown, NY 10941	Amendment 005 CR731002	Various Seasonings for Resale in Offender Canteens Various Locations

CONTRACT CR731002 IS HEREBY AMENDED AS FOLLOWS:

Effective November 13, 2016, and pursuant to section 2.5, paragraphs 2.5.1 through 2.5.8 on pages 6 and 7, the price for the item indicated below has changed.

Line item 002 – Spice Time Garlic Powder, 2.5 oz. - $13.16 per case of 12.

All terms, conditions and provisions of the contract shall remain the same 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: All State Dist., Northeast, Inc.
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130
E-Mail Address: bids@allstatedistributors.com
Authorized Signer's Printed Name and Title: Andrew Pskowski, President
Authorized Signature: _____ Date: 10/21/16

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

Susan D. Wood 10/24/16

Susan D. Wood, Chief Financial Officer, Division of Human Services **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
2/9/16	**Attn: Andy Pskowski, President** **All State Distributors, Northeast, Inc.** **190 Crystal Run Road** **Middletown, NY 10941**	**Amendment 004** **CR731002**	**Various Seasonings** **For Resale in Offender Canteens** **Various Locations**

CONTRACT CR731002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 23, 2016 through March 22, 2017.

All terms, conditions and provisions of the previous contract period, including prices, 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 2/10/16

Susan D. Wood, Chief Financial Officer, Division of Human Services **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN AUGUST 27, 2015 TO:
Lisa Graham
Lisa.Graham@doc.mo.gov
(573) 526-6611
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/21/2015	Attn: Andrew Pskowski All State Distributors, Northeast, Inc. 190 Crystal Run Road Middletown, NY 10941	Amendment 003 CR731002	Various Seasonings for Resale in Offender Canteens Various Locations

CONTRACT CR731002 IS HEREBY AMENDED AS FOLLOWS:

The Missouri Department of Corrections desires to amend contract CR731002 to add an additional delivery location that will utilize the contract to purchase line item 002. 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 contract period, including prices shall remain the same 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: All State Dist., Northeast Inc.
Mailing Address: 190 Crystal Run Rd.
City, State Zip: Middletown NY 10941
Telephone: 845-692-7130
E-Mail Address: bids@allstatedistributors.com
Authorized Signer's Printed Name and Title: Andrew J. Pskowski President
Authorized Signature: _____ Date 8/25/15

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

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
02/05/15	**Attn: Andrew Pskowski, President** **All State Distributors, Northeast, Inc.** **190 Crystal Run Road** **Middletown, NY 10941**	**Amendment 002** **CR731002**	Various Seasonings For Resale in Offender Canteens Various Locations

CONTRACT # CR731002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at a 2% increase in price for the period of March 23, 2015 through March 22, 2016.

The price for the new contract period is as follows:

Line item 002 – Spice Time Garlic Powder - $10.34 per case of 12.

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 2/6/15

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

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN FEBRUARY 7, 2014 TO:

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
01/27/14	Attn: Andrew Pskowski All State Dist., Northeast Inc. 190 Crystal Run Road Middletown, NY 10941	Amendment 001 CR731002	Various Seasonings For Resale in Offender Canteens Various Locations

CONTRACT CR731002 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and paragraph 2.2.1 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 23, 2014 through March 22, 2015 at the current prices.

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

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

THIS DOCUMENT MUST BE SIGNED TO BE VALID

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: All State Dist. Northeast Inc
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130 State Vendor Number:
E-Mail Address: bids@allstatedistributors.com
Authorized Signer's Printed Name and Title: Andrew J. Pskowski, President
Authorized Signature: Date 1/30/14

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

Lenard D. Lenger, Comptroller, Division of Human Services — Date 1/31/14

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

Buyer of Record:
Sam Hammond
Procurement Officer I
Telephone: (573) 526–0591
Samuel.Hammond@doc.mo.gov

IFB CR731
AMENDMENT 001

Various Seasonings
For Resale in Offender Canteens

FOR
Department of Corrections
Various Locations

Contract Period: March 23, 2013 through One Year
Date of Issue: February 4, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, February 26, 2013

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

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

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

Authorized Signer's Printed Name and Title Andrew Pskowski, President

Authorized Signature: _____ **Bid Date** 2/22/13

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: Line item 002

Contract No. CR731002

Lenard D. Lenger, Comptroller, Division of Human Services — Date 3/21/13

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

EXHIBIT A
PRICING PAGE

The bidder must state **only one** firm, fixed price delivered FOB Destination Prepaid and Allowed to all institutions listed on **Attachment 1** for each product they are bidding. If bidding multiple brands it is requested bidders make a copy of **EXHIBIT A**, Pricing Page to use for each alternate bid and clearly mark the pages **"alternate bid #1, alternate bid #2,"** etc. Price quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Estimated 12 Month Quantity	
001	**Salt and Pepper Combo** Iodized Salt, Black Pepper Separate Clear Plastic Shakers Salt Shaker 3oz. to 5oz. (+/- .5oz.) Pepper Shaker 1oz. to 3oz. (+/- .5oz.) Packaged and barcoded as set	**4,150**	Firm Fixed Case Price $ No Bid *(Maximum case count = 12)* Case Count: _____ Brand Bid: _____ Vendor Item Number: _____ Kosher: _____ Halal: _____
	State Size Bid: Salt Shaker: _____oz. Pepper Shaker: _____oz.		
002	**Garlic Powder** Clear Plastic Shaker 2oz. to 4oz. (+/- .5oz.)	**19,750**	Firm Fixed Case Price $ 10.14 *(Maximum case count = 12)* Case Count: 12 Brand Bid: Spice Time Vendor Item Number: 67883 Kosher: ✓ Halal: _____
	State Size Bid: 2.5 oz.		
003	**Chopped or Minced Onion** Clear Plastic Shaker 2oz. to 4oz. (+/- .5oz.)	**28,500**	Firm Fixed Case Price $ 8.96 *(Maximum case count = 12)* Case Count: 12 Brand Bid: Spice Time Vendor Item Number: 38011 Kosher: ✓ Halal: _____
	State Size Bid: 1.75 oz.		

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A (Cont.)
PRICING PAGE

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

Line Item	Description	Estimated 12 Month Quantity	
004	**Mrs. Dash Seasoning, Original Blend** Clear Plastic Shaker 2oz. to 4oz. (+/- .5oz.) **No Substitution** State Size Bid: 2.5 oz.	**3,690**	Firm Fixed Case Price $30.64 *(Maximum case count = 12)* Case Count: 12 Brand Bid: Mrs. Dash Vendor Item Number: 00008 Kosher: ✓ Halal:
005	**Taco Seasoning** Clear Plastic Shaker 4oz. to 8oz. (+/- 1oz.) State Size Bid: oz.	**2,685**	Firm Fixed Case Price $No Bid *(Maximum case count = 12)* Case Count: Brand Bid: Vendor Item Number: Kosher: Halal:
006	**Seasoned Salt** Clear Plastic Shaker 3oz. to 8oz. (+/- .5oz.) State Size Bid: 7.0 oz.	**2,435**	Firm Fixed Case Price $11.50 *(Maximum case count = 12)* Case Count: 12 Brand Bid: Spice Time Vendor Item Number: 00440 Kosher: ✓ Halal:
007	**Bacon Bits, Imitation** Clear Plastic Shaker 2oz. to 4oz. (+/- .5oz.) State Size Bid: 3.0 oz.	**11,705**	Firm Fixed Case Price $11.67 *(Maximum case count = 12)* Case Count: 12 Brand Bid: Spice Time Vendor Item Number: 00030 Kosher: ✓ Halal:

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A (Cont.)
PRICING PAGE

Line Item	Description	Estimated 12 Month Quantity	
Revised by Amendment 001			
008	**Soy Sauce** Clear Plastic Bottle 6oz. to 8oz. (+/- .5oz.)	**780**	Firm Fixed Case Price $ No Bid ***(Maximum case count = 24)*** Case Count: _____ Brand Bid: _____ Vendor Item Number: _____ State Size Bid: _____oz. Kosher: _____ Halal: _____

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

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

Agreement _____ Disagreement NO

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:
__1__% if paid within _10__ days of receipt of invoice

Web Site:

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

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

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

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

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

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A (Cont.)
PRICING PAGE

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

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

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

Company Name: All State Dist., Northeast

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

Authorized Signature: _____ Date: 2/22/13

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

IFB CR731
AMENDMENT 001

Amendment 001 makes the following changes to IFB CR731. All other requirements, specifications, terms and conditions for IFB CR731 remain the same.

REVISED BY AMENDMENT 001

EXHIBIT A, Pricing Page has been modified. Line item 008 maximum case count has changed.

Due to the changes set forth by Amendment 001, the due date for all bids received will be changed to February 26, 2013.

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

INVITATION FOR BID

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

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

IFB CR731

Various Seasonings

FOR

Department of Corrections
Various Institutions

Contract Period:
March 23, 2013 through One Year

Date of Issue: February 1, 2013
Page 1 of 34

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, February 26, 2013

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

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

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

Authorized Signer's Printed Name and Title Andrew Pskowski - President

Authorized Signature: _____ **Bid Date** 2/22/13

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 from prospective bidders to establish a contract for the purchase of various seasonings for the Missouri Department of Corrections (hereinafter referred to as the "Department") for resale in the offender canteens at twenty-one (21) correctional institutions, in accordance with the requirements and provisions stated herein.

1.1.2 ***Organization*** - 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
Section 5. - Evaluation and Award

Exhibits A-G
Terms and Conditions
Attachment 1

1.2 General Information:

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

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

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

1.2.3 The estimated population for all correctional institutions is 31,264.

1.2.4 Estimated annual gross sales for all items included in this IFB is $73,818.00.

1.2.5 ***Funds*** - 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.

1.2.6 Most items for this IFB are currently under contract. This contract is being established to add items for resale in offender canteens and to replace existing contracts as they expire.

Item Numbers	Contract Numbers	Contract Expiration Date
001-007	CN239001-CN239003	March 22, 2013

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

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

1.3 *Qualified Products List (QPL):*

1.3.1 Definitions:

Qualified Products List ((hereinafter referred to as QPL) – A listing of products or families of products that have successfully completed the formal qualification process (including all specified tests) that examines, tests, and verifies that a specific product meets all the applicable specification requirements.

Qualified Product – A product that has been examined, tested, and listed in, or approved for inclusion in a QPL.

1.3.2 The Department intends to establish a QPL for non-brand name items listed on **EXHIBIT A**, Pricing Page. The intent of a QPL is to establish and standardize the requirements for evidence of contractor's capability in advance of acquisition, reduce acquisition lead time, reduce test costs by minimizing redundant, long, and expensive tests, improve readiness through continuous availability of reliable products from viable suppliers, and establish a long-term relationship with the contractor to ensure continuous conformance to requirements and continuous products quality improvements.

1.3.3 Inclusion of a product on a QPL does not relieve the contractor of its contractual obligation to deliver items meeting all specification requirements. It does not guarantee acceptability under a contract. It does not waive any requirements for inspections or for maintaining quality control measures satisfactory to the Department, nor does it relieve the original contractor of his contractual obligations to ensure that delivered items comply with all specification requirements.

1.3.4 It is the contractor's responsibility to notify the Department of any change in the qualified product(s) composition, labeling, size, or packaging. Failure to notify the Department of any change may result in the product(s) being removed from the QPL and the contract.

a. If there is any change as stated above, the contractor must submit new samples for testing, at no cost to the Department, accompanied by a letter stating the change(s) made to the product. Samples that are deemed unqualified will be removed from the QPL and the contract.

1.3.5 Once a contractor's products are qualified, the contractor must do the following to retain the qualification:

a. Certify that the listed product is still available from the manufacturer, can be produced under the same conditions as originally qualified, and meets the requirements of the current issue specification. This certification must be done every two years or as specified in the specification, unless the requirement is waived by the Department.

b. Periodically submit new test samples if requested by the Department.

c. Agree to requalification testing if required by the Department.

1.3.6 Supplier/manufacturer samples may be submitted for testing to be included for future bidding opportunities. Testing for qualification will require the number of samples as indicated in paragraph 4.4.1 of each item submitted for consideration. Samples will be tested in the same manner as indicated in paragraph 4.4.2. If the sample(s) is qualified, all requirements of paragraphs 1.3.3-1.3.5 will apply.

a. All samples shall be at no cost to the Department.

b. All consumable samples will not be returned.

c. All non-consumable samples that are not destroyed in testing will be returned only at the supplier's/manufacturer's request and expense.

1.3.7 Any product tested and not qualified for placement on the QPL will not be considered for future bidding opportunities. A list of all products on the Non-Qualified Products List may be downloaded at http://doc.mo.gov/Documents/Contracts/QualifiedProduct/NQPL.pdf for all future bidding opportunities.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

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

2.2 Renewal Periods:

2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the 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 2.5 of this IFB, the increase/decrease will be added/subtracted after the calculation of the renewal price has been determined.

EXAMPLE: Original Contract Price = $1.00, Maximum Increase = 2%, Economic Adjustment = 5%

Renewal Period Increase - $1.00 x 2% = $1.02
Economic Adjustment - $1.00 x 5% = $1.05
Renewal Period Price - $1.02 + $0.05 - $1.07

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

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

2.3 Contract Prices:

2.3.1 The prices shall be as stated on **EXHIBIT A**, Pricing Page. The Department shall not pay, nor be liable, for any other additional costs, including but not limited to, taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

a. Price shall be considered firm for all line items for the duration of the contract period, unless a price increase/decrease is allowed as outlined in paragraph 2.5 of this IFB.

2.4 Point of Contact:

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

2.5 Economic Adjustment Clause:

2.5.1 In the event that the contractor's cost for the items covered in this IFB and resulting contract should increase by more than 5% during the period of time in which the contract is in effect, the contractor may, upon submission of written proof of such increase and approval by the Department, be entitled to

an adjustment in price accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department. All prices shall remain firm for the first six (6) months of this contract.

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

2.5.3 In the event a written request from the contractor does not allow for a thirty (30) day notice prior to the effective date of the increase, the effective date of the increase, if allowed by the Department, will be thirty (30) days from the date of the receipt of a written request by the Department's Purchasing Section.

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

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

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

2.5.7 Contractors shall not delay or stop deliveries pending price changes. If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated on or after the effective price change date. Purchase orders dated prior to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.

2.5.8 In the event the Department has granted the contractor a price increase, and 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 immediately of any such decrease.

2.6 Invoicing and Payment Terms:

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

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

2.6.3 The Department may choose to use the canteen purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A**, Pricing Page, the contractor agrees to accept the canteen purchasing card as an acceptable form of

payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:

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

2.6.4 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

a. If the canteen purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The canteen purchasing card shall not be charged until the items are received and accepted.

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

2.6.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A**, Pricing Page the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.7 Subcontractors:

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

2.8 Contractor's Employees

2.8.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

2.8.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.

2.8.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.8.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

(1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

(2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

2.8.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.8.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

3. PERFORMANCE REQUIREMENTS

3.1 Specifications:

3.1.1 All items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Items not conforming to the requirements stated herein, including approved substitutions shall not be accepted.

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

3.1.3 All items offered must be of retail quality.

3.2 Item Labeling and Shelf Life Requirements:

3.2.1 ***Labeling*** - Each package of seasoning must bear an identifying barcode for individual resale, nutrition facts, ingredients, net weight, the date of expiration/freshness date, and name of the item.

a. The Department prefers expiration/freshness dating to be in month and year format; however, Julian date codes will be acceptable. If an awarded item expresses a Julian date code, the contractor must provide the formula to decode the Julian date upon notice of award.

b. Item labels must bear the Kosher or Halal symbol on all items that are indicated as Kosher or Halal certified on **EXHIBIT A**, Pricing Page.

c. Package labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.

d. Seasonings shall not be pre-priced.

3.2.2 ***Shelf Life*** - All perishable items must have a maximum shelf life upon delivery. Freshness dating shall be legible on each individual unit. All items shall have a freshness date at least twelve (12) months beyond the date of delivery to the institutions. Any item(s) received with a shelf life of less than twelve (12)months will be refused or returned at the contractor's expense.

3.3 Item Packaging Requirements:

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

a. All cases that items are delivered in must be labeled with the date of expiration/freshness date.

3.4 Substitution of Product:

3.4.1 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.

3.4.2 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.

3.4.3 The contractor shall be obligated 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. Substitutions must be approved in advance by a formal contract amendment.

a. If the proposed substitution is not listed on the QPL resulting from this contract, in order to be considered for substitution, the contractor must submit samples for testing as indicated in paragraph 4.4.1. Qualified product testing as indicated in paragraph 4.4.2 will be conducted on all substitutions submitted for consideration. If the product is not qualified through testing it will not be considered for substitution. Items already tested and not approved for the QPL will not be considered.

3.4.4 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 the price is equal to or less than the contract price. The Department shall be the final authority as to acceptability of the proposed substitution.

3.4.5 ***Packaging:*** The contractor shall not change the specified packaging and/or size of any item that has been awarded to the contractor without prior written approval by the Department.

a. The Department recognizes that a manufacturer's 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. The contractor must submit documentation from the manufacturer or supplier to verify the change in size.

3.5 Replacement of Damaged/Defective Product:

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

3.6 Delivery Performance:

3.6.1 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. Initial delivery must made within fifteen (15) calendar days upon receipt of an authorized purchase order or canteen purchasing card transaction notice. Subsequent deliveries must be made within ten (10) calendar days upon receipt of an authorized purchase order or purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

a. Outdated or short dated products will not be accepted.

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

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

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

3.6.4 ***Delays in the Delivery Performance:***

a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department 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 3.6.4 a.

3.7 Item Selection and Sales Performance:

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

3.7.2 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.

3.7.3 Additional item choices shall not be added without Department approval. Department approval will entail the sampling of the proposed item selection.

3.8 Minimum Orders:

3.8.1 There shall be no minimum order requirements for all line items.

a. Orders for all line items shall be placed in case quantities.

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190 Crystal Run Road
Middletown, NY 10941
Tel: 845-692-7130 * Fax: 845-692-7150
Fed ID#: 14-1736317

4. BIDDERS INSTRUCTIONS

4.1 Contact:

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

4.2 Item Size:

4.2.1 Size shall be specific. Items falling outside the specific sizes will not be considered unless the manufacturer of the item has discontinued the requested size. The bidder must submit, with the bid, documentation from the manufacturer or supplier to verify the change in size. The Department shall be the final authority as to acceptability of the change in size.

4.2.2 All line items have maximum case sizes and sizes are indicated on **EXHIBIT A**, Pricing Page. Item should not exceed the maximum case size allowed for any line item on **EXHIBIT A**, Pricing Page.

4.3 Kosher and Halal Items:

4.3.1 The bidder should indicate on **EXHIBIT A,** Pricing Page, if the item bid qualifies as Kosher or Halal. This is for informational purposes only and is not a criterion for evaluation and award.

a. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority.

b. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America.

4.3.2 Documentation certifying the items as Kosher or Halal must be submitted to the Department upon request.

4.4 Samples:

4.4.1 With the exception of line items 004 and 017-018, the Department requests that one (1) sample of each item bid be submitted with the bid for evaluation. Samples must be as listed on **EXHIBIT A**, Pricing Page, and must be sent in a separate envelope/package from the bid. A bidder failing to submit a sample within five (5) calendar days after the bid opening date may not be considered for award.

a. **All samples** must be **clearly labeled** with the bidder's company name, contact name, item number and bid number.

b. **All samples** must be of the brand name and finished packaging that the bidder is bidding with proper labeling for resale. **Special run or mock-up samples will not be accepted.**

c. All samples shall be provided at no cost to the Department. Bid samples will not be returned.

4.4.2 At a minimum, samples will be evaluated for meeting the required specifications and to determine overall acceptability. Other considerations may include packaging and the condition of the packaging materials the samples are contained in. If sample testing indicates that the product does not meet required specifications or is found otherwise unacceptable, the award shall not be made to that bidder.

4.4.3 The sample submitted must be the **exact item bid**, and it must conform to the mandatory IFB specifications for the specific line item. If awarded a contract, the bidder hereby agrees that the product provided under contract shall be the same as submitted for sample testing for the duration of the contract.

4.5 Compliance with Terms and Conditions:

4.5.1 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.

4.6 Bid Detail Requirements and Deviations:

4.6.1 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 of Record.

4.7 EXHIBIT A – Pricing Page:

4.7.1 The bidder must submit a **firm fixed price** on **EXHIBIT A**, Pricing Page for each item bid.

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

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

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

4.7.3 For items with no brand listed on **EXHIBIT A**, Pricing Page, the bidder may bid any brand that meets all specifications.

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

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

4.8 Submission of Bids:

4.8.1 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.

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

4.9 Preferences:

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

e. If the lowest priced bidder's product(s) qualifies as American-made, or in the event all of the bidders qualify for the Buy American preference, no further calculation is necessary.

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

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

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

4.9.3 **Organization for the Blind and Sheltered Workshop:** Pursuant to 34.165 RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor

and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

- Participation Commitment - The bidder must complete **EXHIBIT 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.

- Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT E**, Documentation of Intent to Participate form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

  NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **EXHIBIT E**, 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 organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT D**, Participation Commitment, **shall be interpreted as a contractual requirement**.

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

4.10 Employee Bidding/Conflict of Interest:

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

member of the General Assembly or a statewide official, please completed **EXHIBIT F**, Miscellaneous Information.

4.11 Manufacturer's Corporate and Plant Information:

4.11.1 The bidder shall complete and submit **EXHIBIT G**, Manufacturers' Information for all non-brand name items bid. This information is necessary for items bid to be qualified to be placed on the Department QPL.

5. Evaluation and Award:

5.1.1 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.

5.1.2 The Department will perform tests on all samples submitted for consideration of the IFB. All samples shall be evaluated for overall acceptability. Only those samples that meet specifications and are determined to be acceptable will be considered for award.

5.1.3 The cost evaluation shall be calculated as follows:

a. For all line items, the cost per ounce for each line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A**, Pricing Page, by the number of items per case to arrive at the individual item cost. The cost per ounce for each line item will be calculated by dividing the individual item cost by the total ounces of the item to arrive at the total cost per ounce for the initial contract period.

b. A cost for each renewal period will be calculated in the same manner as indicated in 5.1.3 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price.

5.1.4 Buy American Preference - for items bid meeting proof of compliance with section 34.353 RSMo in accordance with the Domestic 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.

5.1.5 Determination of Cost Points – Cost points shall be computed for each line 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.**

5.1.6 Award shall be made to the bidder(s) whose item(s) meet specification and has the highest total cost points.

a. Only one item will be awarded for each line item. Items may be grouped for award in accordance with paragraph 9.i. in the Terms and Conditions.

5.1.7 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.

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EXHIBIT B

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).
All State Dist, Northeast Inc.
COMPANY NAME

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 (This information must be provided along with documentation for verification)

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 C
Missouri Service-Disabled Veteran Business Enterprise Preference

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

DEFINITIONS:

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

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

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

STANDARDS:

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

a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.

c. Having the management and daily business operations controlled by one (1) or more SDVs;

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

e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

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

EXHIBIT C, continued on next page

EXHIBIT C (continued)
Missouri Service-Disabled Veteran Business Enterprise Preference

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

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

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

Date SDV's Documents were Submitted: _____

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

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

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

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

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer	Date

EXHIBIT D

Participation Commitment

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

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) **Various Seasonings – LINE ITEMS 001 - 008:**	
Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop**
1.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
2.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
3.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
4.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
5.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
6.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
7.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
8.	Product/Service(s) proposed: _____ IFB Paragraph References: _____

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (Organization for the Blind or Sheltered Workshop) *Date (Dated no earlier than the IFB issuance date)*

N/A

EXHIBIT F

Miscellaneous Information

Employee Bidding/Conflict of Interest

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

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

EXHIBIT G
Manufacturers' Information

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

0 12345 67890 5 5 012345 678900

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

Item# 001

Manufacturer Name: No Bid

Manufacturer Corporate Address:

Manufacturer Code: _____ **Manufacturer Five Digit Product Code:** _____

Item# 002

Manufacturer Name: Gel Spice

Manufacturer Corporate Address: 48 Hook Road
Bayonne, NJ 07002

Manufacturer Code: 079679002318 **Manufacturer Five Digit Product Code:** 67883

Item# 003

Manufacturer Name: Gel Spice

Manufacturer Corporate Address: 48 Hook Road
Bayonne, NJ 07002

Manufacturer Code: 5210082353 **Manufacturer Five Digit Product Code:** 38011

Item# 004

Manufacturer Name: B & G

Manufacturer Corporate Address: 1111 East South River Street
Appleton, Wisc 54915

Manufacturer Code: 605021000086 **Manufacturer Five Digit Product Code:** 00008

EXHIBIT G, Manufacturers Information continued on next page

EXHIBIT G, (Cont.)
Manufacturers Information

Item# 005

Manufacturer Name: No Bid

Manufacturer Corporate Address:

Manufacturer Code: **Manufacturer Five Digit Product Code:**

Item# 006

Manufacturer Name: Gel Spice

Manufacturer Corporate Address: 48 Hook Road
Bayonne, NJ 07002

Manufacturer Code: 079679004404 **Manufacturer Five Digit Product Code:** 00440

Item# 007

Manufacturer Name: Gel Spice

Manufacturer Corporate Address: 48 Hook Road
Bayonne, NJ 07002

Manufacturer Code: 079679000307 **Manufacturer Five Digit Product Code:** 00030

Item# 008

Manufacturer Name: No Bid

Manufacturer Corporate Address:

Manufacturer Code: **Manufacturer Five Digit Product Code:**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID - CANTEEN

1. TERMINOLOGY/DEFINITIONS

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

a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
b. **Agency and/or Department** means the Missouri Department of Corrections.
c. **Amendment** means a written, official modification to an IFB or to a contract.
d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
p. **Shall** has the same meaning as the word **must**.
q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. Some IFBs are available for viewing and downloading on the Department's website.
f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

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

i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.

d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The Department reserves the right to reject any and all bids.
g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Department.
j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
f. The Department reserves the right to purchase goods and services using the Canteen purchasing card.

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the

particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
d. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
   1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
   2. The identification of a person designated to handle affirmative action;
   3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
   4. The exclusion of discrimination from all collective bargaining agreements; and
   5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

29. AMERICANS WITH DISABILITIES ACT

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

30. FILING AND PAYMENT OF TAXES

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

31. TITLES

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

ATTACHMENT 1

Department of Corrections
ALGOA CORRECTIONAL CENTER
8501 No More Victims
Jefferson City, MO 65101

Department of Corrections
BOONVILLE CORRECTIONAL CENTER
1216 East Morgan Street
Boonville, MO 65233

Department of Corrections
CHILLICOTHE CORRECTIONAL CENTER
3151 Litton Road
Chillicothe, MO 64601

Department of Corrections
CREMER THERAPEUTIC CENTER
689 Rt O, PO Box 70
Fulton, MO 65251

Department of Corrections
CROSSROADS CORRECTIONAL CENTER
1115 E. Pence Road
Cameron, MO 64429

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

Department of Corrections
FARMINGTON CORRECTIONAL CENTER
1012 W. Columbia
Farmington, MO 63640

Department of Corrections
FULTON RECEPTION & DIAGNOSTIC CENTER
1393 Highway O, PO Box 190
Fulton, MO 65251

Department of Corrections
JEFFERSON CITY CORRECTIONAL CENTER
8416 No More Victims Rd, Dock B
Jefferson City, MO 65101

Department of Corrections
MOBERLY CORRECTIONAL CENTER
5201 South Morley
Moberly, MO 65270

Department of Corrections
MISSOURI EASTERN CORRECTIONAL CENTER
18701 Old Hwy. 66
Pacific, MO 63069

Department of Corrections
MARYVILLE TREATMENT CENTER
30227 U.S. Highway 136
Maryville, MO 64468

Department of Corrections
NORTHEAST CORRECTIONAL CENTER
13698 Airport Road
Bowling Green, MO 63334

Department of Corrections
OZARK CORRECTIONAL CENTER
929 Honor Camp Lane
Fordland, MO 65652

Department of Corrections
POTOSI CORRECTIONAL CENTER
11593 State Highway 0
Mineral Point, MO 63660

Department of Corrections
SOUTH CENTRAL CORRECTIONAL CENTER
255 W. Hwy 32
Licking, MO 65542

Department of Corrections
SOUTHEAST CORRECTIONAL CENTER
300 E. Pedro Simmons Drive
Charleston, MO 63834

Department of Corrections
TIPTON CORRECTIONAL CENTER
619 N. Osage Avenue
Tipton, Missouri 65081

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

Department of Corrections
WESTERN MO CORRECTIONAL CENTER
609 East Pence Road
Cameron, MO 64429

Department of Corrections
WESTERN RECEPTION DIAGNOSTIC CORRECTIONAL CENTER
3401 Faraon Street
St. Joseph, MO 64506

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