STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN AUGUST 12, 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
08/04/16	Art Stevenson JV Provisions LLC 180 River Bend Drive Chesterfield, MO 63017	Amendment 002 CR980003	Side Dishes for Resale in Offender Canteens Canteen Commodity Warehouse

CONTRACT CR980003 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 26, 2016 through August 25, 2017.

In addition, the Missouri Department of Corrections desires to amend contract CR980003 to add an additional delivery location that will utilize the contract to purchase line item 003. The delivery location to be added to the contract shall be as follows:

Eastern Region Commodity Warehouse
2727 Highway K
Bonne Terre, MO 63628

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: JV Provisions LLC
Mailing Address: 180 River Bend Drive
City, State Zip: Chesterfield, MO 63017
Telephone: 314-677-7518
E-Mail Address: art.stevenson@jvprovisionsllc.com
Authorized Signer's Printed Name and Title: Art Stevenson, President
Authorized Signature: _____ Date 8/5/2016

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

Susan D. Wood 8/8/16
Susan D. Wood, Chief Financial Officer, Division of Human Services **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
07/07/2015	**Attn: Art Stevenson** **JV Provisions LLC** **180 River Bend Drive** **Chesterfield, MO 63017**	**Amendment 001** **CR980003**	**Side Dishes for Resale** **in Offender Canteens** **Canteen Commodity Warehouse**

CONTRACT CR980003 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1.1 and 2.2.1 on pages 4 and 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 26, 2015 through August 25, 2016.

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.**

Lenard D. Lenger — 7/15/15

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

INVITATION FOR BID

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

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

IFB CR980

Side Dishes
For Resale in Offender Canteens

FOR
Department of Corrections
Canteen Commodity Warehouse

Contract Period:
Date of Award through One Year

Date of Issue: July 14, 2014
Page 1 of 39

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, August 13, 2014

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

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

Company Name: JV Provisions LLC
Mailing Address: 180 River Bend Dr.
City, State Zip: Chesterfield, MO 63017
Telephone: 314-677-7518 **Fax:** 314-275-4004
Federal EIN #: 27-1354693 **State Vendor #** 2713546930
Email: art.stevenson@jvprovisionsllc.com

Authorized Signer's Printed Name and Title Art Stevenson

Authorized Signature: _____ **Bid Date** 7/28/2014

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: line item: 003 only.

Contract No. CR980003

Lenard D. Lenger, Comptroller, Division of Human Services — Date 8/26/14

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

EXHIBIT A
Pricing Page

The bidder must state **only one** firm fixed case price delivered FOB Destination Prepaid and Allowed to the Canteen Commodity Warehouse for all items. 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. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Estimated 12 Month Quantity	Firm Fixed Price
001	**Instant Refried Beans - Spicy** 4-9 oz. package Brand: _____ Kosher/Halal? _____	243,000	Case price: $_____ Items per Case: _____ Ounces per Item: _____
002	**Pre-Cooked Long Grain Rice** 6-9 oz. package Brand: _____ Kosher/Halal? _____	163,000	Case price: $_____ Items per Case: _____ Ounces per Item: _____
003	**Macaroni & Cheese Dinner** 6-8 oz. package Brand: Hospitality Kosher/Halal? Kosher Can be found at Menard's nationwide	91,000	Case price: $ 11.25 Items per Case: 24 Ounces per Item: 7.25
004	**Broccoli, Cheese & Rice Mix** 6-9 oz. package Brand: _____ Kosher/Halal? _____	45,000	Case price: $_____ Items per Case: _____ Ounces per Item: _____

Terms:

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

_____% if paid within _____days of receipt of invoice

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A
Pricing Page (Continued)

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

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

Agreement _____ Disagreement ✓

Web Site:

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

_____

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

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

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

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

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

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

Company Name: JV Provisions LLC

Printed Name: Art Stevenson Email: art.stevenson@jvprovisionsllc.com

Authorized Signature: _____ Date: 7/28/2014

EXHIBIT B
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

Qualifying for the Domestic Products Preference:
A product qualifies for the preference if one of the following circumstances exists:

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

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

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

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

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

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

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

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

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

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DO NOT QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if **ALL** products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	☐

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO THE PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there **is** a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete **Table 5**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there **is only one** U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

(Exhibit B continues on next page)

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

TABLE 4 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

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

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

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

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

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

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE

COMPANY NAME JV Provisions LLC

EXHIBIT G

Manufacturers' Information

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

EXAMPLE: Manufacturer Code = 12345 **or** 012345;

Manufacturer Five Digit Product Code: 67890 **or** 678900

Item# 003

Manufacturer Code: 71923 **Manufacturer Five Digit Product Code:** 88120-5

Item# _____

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

Item# _____

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

Item# _____

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

Item# _____

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

Item# _____

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

Item# _____

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

Hospitality

Mac & Cheese

Dinner

Nutrition Facts

Serving Size 2.5 oz
(70g / about ½ cup macaroni and
1 ½ tablespoons dry cheese mix)
Makes about 1 cup Prepared
Servings Per Container about 3

Amount Per Serving	As Packaged	Prepared
Calories	240	380
Calories from Fat	5	140
	% Daily Value**	
Total Fat 1g*	**1%**	**25%**
Saturated Fat 0g	**0%**	**15%**
Trans Fat 0g		
Cholesterol 0mg	**0%**	**1%**
Sodium 580mg	**24%**	**32%**
Total Carbohydrate 51g	**17%**	**17%**
Dietary Fiber 2g	**7%**	**7%**
Sugars 7g		
Protein 8g		
Vitamin A	0%	15%
Vitamin C	0%	0%
Calcium	6%	8%
Iron	10%	10%

* Amount in unprepared product.

** Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: ENRICHED MACARONI (DURUM FLOUR AND ENRICHED WHEAT FLOUR WITH NIACIN, IRON [FERROUS SULFATE], THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), DAIRY PRODUCT SOLIDS, ENRICHED BLEACHED FLOUR (BLEACHED WHEAT FLOUR, NIACIN, IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), SALT, WHEY, MODIFIED CORN STARCH, CHEDDAR CHEESE (MILK, CHEESE CULTURE, SALT, ENZYMES), REDUCED LACTOSE WHEY, NATURAL FLAVOR, DRIED YEAST, COLOR (YELLOW 5 LAKE AND 6 LAKE, YELLOW 5 AND 6), BUTTER (CREAM, SALT), BUTTERMILK, NONFAT MILK, DISODIUM PHOSPHATE.

CONTAINS: MILK, WHEAT

DISTRIBUTED BY
GILSTER-MARY LEE CORP
CHESTER, ILLINOIS 62233

This product is sold by weight, not volume. [illegible]

BEST BY APR 30 15 B24

Hospitality

Mac & Cheese

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 side dishes for the Missouri Department of Corrections (hereinafter referred to as the "Department") for resale in the offender canteens at twenty-one (21) correctional institutions in accordance with the requirements and provisions stated herein.

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

a. Any questions, requests, advice by a bidder must be submitted in writing to the Buyer of Record and clearly marked IFB CR980, Side Dishes. It is preferred that communications be sent via e-mail to Diana.fredrick@doc.mo.gov.

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

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

1.2 General Information:

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

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

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

1.2.3 The estimated population for all correctional institutions is 31,500.

1.2.4 The estimated annual gross sales for the items listed on **EXHIBIT A**, Pricing Page are $414,000.

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

1.2.6 All items under this IFB are currently under contract. This contract is being established to replace existing contracts as they expire.

Item Number	Contract Number	Contract Expiration Date
001-002	CN398001	Upon Award of IFB CR980
003-004	CN399001	Upon Award of IFB CR980

1.3 Qualified Products List (QPL):

1.3.1 Definitions:

a. ***Qualified Products List*** ((hereinafter referred to as QPL) – A listing of house brand products or families of house brand 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.

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

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

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

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

1.3.2 QPL-2011-006 has been established for most items listed on **EXHIBIT A**, Pricing Page and the relevant portion for this solicitation is included in this IFB as **ATTACHMENT 1**; however, very few house brands have been qualified for line items 001 and 002, and no house brands have been qualified for line item 004. **The Department desires to qualify more house brand products for line items 001, 002, and 004 and encourages the submission of samples for consideration and for evaluation as outlined in section 4.3.**

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 that are satisfactory to the Department, nor does it relieve the original contractor of its 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, ingredients, nutrition facts, size, or packaging, etc. 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 material change to a qualified product, 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. Verify 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 verification must be done at the request of 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 4.3.1 a. of each item submitted for consideration. Samples will be tested in the same manner as indicated in paragraph 4.3.2. 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 and will not be returned.

1.3.7 Any product tested and not qualified for placement on the QPL will not be considered for future bidding opportunities unless changes have been made that may now render the product as qualified. A list of all products on the Non-Qualified Products list may be viewed at: http://doc.mo.gov/Documents/Contracts/QualifiedProduct/NQPL.pdf.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

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

2.2 Renewal Periods:

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

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

increase/decrease will be added/subtracted after the calculation of the renewal price has been determined.

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

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

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

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

2.3 Contract Price:

2.3.1 The price 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 the duration of the contract period unless a price increase/decrease is allowed as outlined in section 2.5 of this IFB.

2.4 Point of Contact:

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

2.5 Economic Adjustment Clause:

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

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

2.5.3 The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved.

The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.

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

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

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

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

2.5.8 In the event the contractor's costs should decrease by more than 5% during the period of time that the contract is in effect, the contractor shall pass any manufacturer's price decrease to the Department and such decreases shall become effective immediately upon notification by the contractor of the amount of the decrease. The contractor shall notify the Department of any such 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 item. 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 state 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 state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

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

Attn: Offender Financial Services – Accounts Payable
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102

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

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

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

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

2.7 Subcontractors:

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

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

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

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

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

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

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

3. PERFORMANCE REQUIREMENTS

3.1 Specifications:

3.1.1 The items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Any item not conforming to the requirements stated herein, including approved substitutions, shall not be accepted and will be returned to the contractor at the contractor's expense.

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

3.1.3 All items offered must be shelf stable and should not require refrigeration before or after opening.

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

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

3.2.1 ***Labeling*** – because all items are for resale, each item must be individually bar-coded.

a. The label must bear the name of the item, nutrition facts, ingredients, net weight, the date of expiration/freshness date, and, if applicable, instructions for preparation.

1) The Department prefers expiration/freshness dating to be in month and year format; however, Julian date codes will be acceptable. If an item expresses a Julian date code, the supplier/manufacturer **must** provide the formula to decode the Julian date **along with the sample**. In addition, if the Julian date code is **not** an expiration/freshness date, the supplier/manufacturer **must provide with the sample** the manufacturer's recommended shelf life in order to determine the expiration/freshness date from the Julian date code.

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

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

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

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

3.2.2 ***Shelf Life*** - All perishable items must have a maximum shelf life upon delivery. Freshness dating shall be legible on each individual item and each individual case. All items shall have a freshness date of at least twelve (12) months from the date the product is accepted by the Canteen

Commodity Warehouse. Any items received with a shelf life of less than twelve (12) months will be refused or returned at the contractor's expense.

3.2.3 ***Size*** - Size shall be as specified on **EXHIBIT A**, Pricing Page. Items falling outside the requested size will not be considered.

3.2.4 ***Packaging*** - All items shall be individually packaged for resale. Select items may be specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no bidder can meet the packaging requirements. Glass containers are not acceptable and will not be considered for award. There shall be no metal on any container.

a. Retort pouches shall have notches for easy opening. Items with no notches will not be considered.

b. All items packaged in plastic cups or trays shall have peelable lidding. Items with non-peelable lidding will not be considered.

c. Food packages shall be in good condition and protect the integrity of the contents so that the food is not exposed to adulteration or potential contaminants. Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied, as required, to protect and to restrict movement of the item(s).

3.3 Kosher and Halal Items

3.3.1 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 will not be 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.

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

3.4 Substitution of Product or Item Changes:

3.4.1 ***Substitution of Product*** - Following award of a 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 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. ***Substitution of Qualified Products*** - Substitution for any qualified product must either be from the current issue QPL-2011-006, or a ***national*** brand. If the contractor desires to offer a ***house*** brand product that has not been qualified for QPL-2011-006, or a ***national*** brand, in order for the product to be considered for substitution, the contractor must

submit samples for testing, in accordance with paragraph 4.3.1 a. of the contract. Testing, as indicated in paragraph 4.3.2 of the contract, will be conducted on all samples for substitution submitted for consideration.

b. For all approved substitutions, a copy/picture of the product label that verifies all required labeling specifications will be met as indicated in paragraph 3.2.1 shall be provided upon request of the Department.

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

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

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

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

b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in paragraph 4.3.2 of the contract.

3.5 Replacement of Damaged/Defective Product:

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

3.6 Delivery Performance:

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

3.6.2 **The contractor must coordinate its delivery schedule with the Canteen Commodity Warehouse**. Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department.

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

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

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

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

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

3.7 Item Selection and Sales Performance:

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

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

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

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

3.8 Minimum Orders:

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

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

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

4.2 Brands:

4.2.1 For all line items listed on **EXHIBIT A,** Pricing Page, the bidder may bid ***national brands*** or ***house brands***, as defined herein, that meet all of the required specifications.

4.2.2 Acceptable **house** brands for line items 001-003 are listed below.

ITEM	QPL PRODUCTS
Instant Refried Beans - Spicy	Sevilla
Pre-Cooked Long Grain Rice	Clear Choice and Keefe Kitchens
Macaroni & Cheese Dinner	Better Valu, Cinch, and Hospitality

4.3 Submission of Samples:

4.3.1 Samples of ***national*** brand products and samples of products for line items that are **not on the QPL** must be as listed on **EXHIBIT A,** Pricing Page and meet the required specifications as stated herein for all line items.

a. For all line items, bidders must submit **two** (2) samples of each ***house*** brand product, and one (1) sample of ***national*** brand products, for each item to be considered.

b. It is requested that bidders **do not** submit more than the required amount of samples. Samples should be sent in a **separate** package from the bid. **Samples must be received no later than five (5) calendar days after the bid opening. Do not include a copy of EXHIBIT A, Pricing Page with the samples.**

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

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

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

4.3.4 All sample products offered must be fresh and of retail quality. Outdated or short dated sample products will not be accepted.

4.3.5 **All** sample products submitted should be **clearly labeled** with the bidder's company name, contact name, **EXHIBIT A,** Pricing Page item number and IFB number.

4.3.6 All sample products shall be at no cost to the Department. Sample products will not be returned.

4.4 EXHIBIT A – Pricing Page:

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

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

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

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

4.5 Manufacturers' Information:

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

4.6 New Product Evaluation:

4.6.1 **EXHIBIT H,** New Product Evaluation Form, shall be used to submit **new** products and products requiring re-evaluation to be considered for addition to the Department's pre-established Qualified Product List (QPL). A separate form must be completed for each new product, or product requiring re-evaluation. **EXHIBIT H** should be submitted with the bidder's bid response, and **must** be received prior to an award of a contract.

4.7 Preferences:

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

a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.

c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.

d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT B**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.

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

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

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

4.7.3 ***Organization for the Blind and Sheltered Workshop*** – Pursuant to section 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 (10) bonus points, the following conditions must be met and the following evidence must be provided:

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

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

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

- Participation Commitment - The bidder must complete **EXHIBIT D,** Participation Commitment, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop,

the bidder must be listed in the appropriate table on the Participation Commitment form.

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

  NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **EXHIBIT E** or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address: http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

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

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

4.7.4 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.

4.8 Compliance with Terms and Conditions:

4.8.1 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.

4.9 Bid Detail Requirements and Deviations:

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

exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

4.10 Submission of Bids:

4.10.1 **For each item bid, the bidder should include a copy/picture of the item label along with the bid that verifies all required labeling specifications will be met as indicated in paragraph 3.2.1.** If the label is not furnished with the bid, the label must be provided upon request. If requested, the label shall be furnished within five (5) business days after notification from the Department. Failure to provide this information may render the bid incapable of evaluation and non-responsive.

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

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

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

4.11 Employee Bidding/Conflict of Interest:

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

5. EVALUATION AND AWARD

5.1 Evaluation:

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

5.1.2 The Department reserves the right to perform a taste test on all samples submitted for consideration of this IFB. Taste tests may be performed on all samples and, if taste tests are performed, only those items that meet specifications and pass taste testing by majority will be considered for award.

5.1.3 The cost evaluation shall be calculated as follows:

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

by multiplying the individual item cost per ounce by the multiplier listed for each line item below, then multiplied by the estimated quantity for the line item.

LINE ITEM #	MULTIPLIER
001 & 002	8
003	7
004	6

b. A cost for each renewal period will be calculated in the same manner as indicated in 5.1.2 a. for each line item. The total cost of the initial contract period and each renewal period for each line item will be added together to arrive at the total bid price.

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

Total Bid Price x 1.10 = Total Evaluated Bid Price

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

5.2 Award:

5.2.1 Award shall be made for each line item to the bidder whose item meets the required specifications and has the highest total cost points. Only one item will be awarded for each line item.

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

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EXHIBIT 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 <u>must</u> 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.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

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EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

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

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

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

Date
(Dated no earlier than the IFB issuance date)

EXHIBIT F
Miscellaneous Information

Employee Bidding/Conflict of Interest

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

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

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EXHIBIT H

New Product Evaluation Form

It is requested that bidders make a copy of this page for each line item they wish to be considered for QPL-2011-006.

Line Item #_____

I. Product Identification:

Product Name: _____

Product Brand: _____

Product UPC Code: _____

II. Product's Contact Information:

Vendor, Distributor, or Other:

Representative's Company Name: _____

Contact Name: _____

Address: _____City:_____State:____Zip Code:_____

Phone No._____Fax:_____Email:_____

III. General Information:

Shelf Life: _____ Approximate delivery in days after receipt of order: _____

Are quantities limited? Yes___ No___ Describe: _____

What percentage of this product is made in the USA? _____%

Person Furnishing Information: _____

PRINT NAME AND TITLE

I certify that the above information is correct: _____

SIGNATURE

Date:_____ Phone Number:_____ Email Address:_____

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory

limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The Department reserves the right to reject any and all bids.
g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the

Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in

such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.

e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.

b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 03/27/14

ATTACHMENT 1

DEPARTMENT QUALIFIED PRODUCT LIST
FOR
SIDE DISHES

INSTANT REFRIED BEANS – SPICY FLAVOR

Brand: Sevilla - Qualified May 2011
Requalified: June 2014

PRE-COOKED LONG GRAIN RICE

Brand: Clear Choice - Qualified May 2011
Requalified: June 2014

Brand: Keefe Kitchens - Qualified May 2011
Requalified: June 2014

MACARONI & CHEESE DINNER

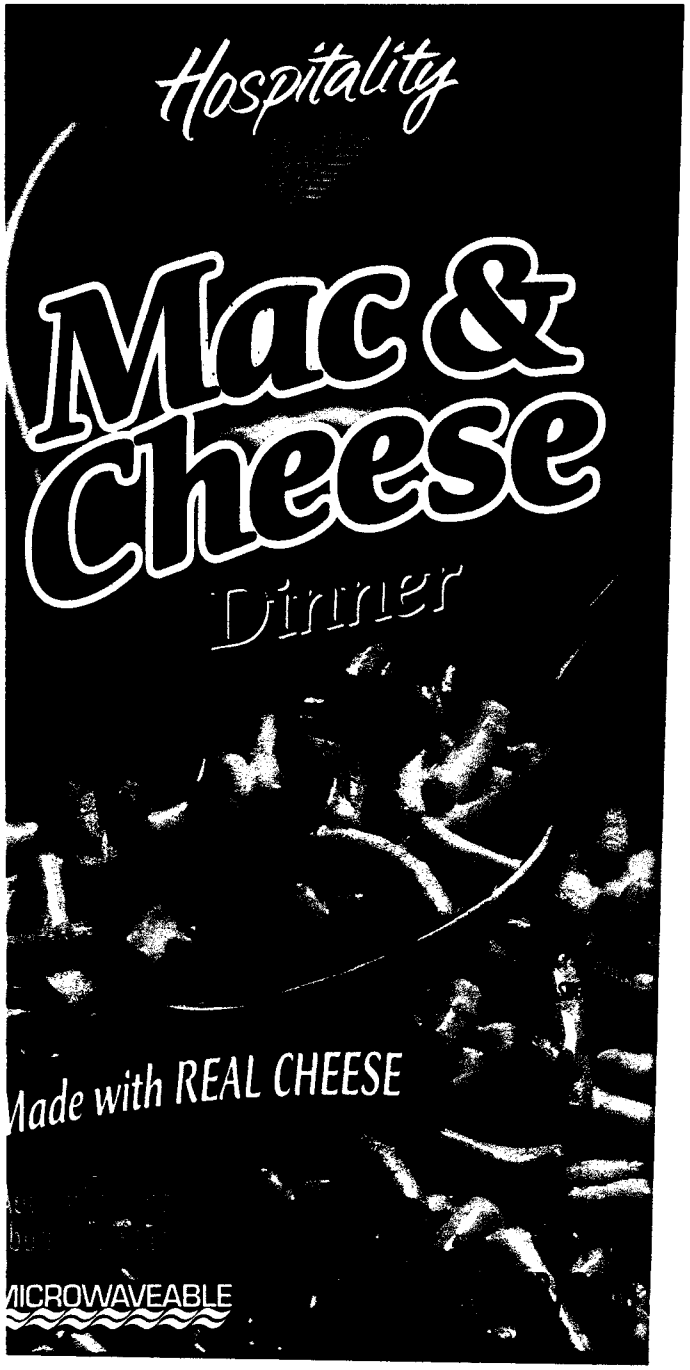
Brand: Cinch - Qualified May 2011
Requalified: June 2014

Brand: Better Valu - Qualified May 2011
Requalified: June 2014

Brand: Hospitality - Qualified May 2011
Requalified: June 2014

BROCCOLI & CHEESE RICE MIX

No house brands qualified.


Hospitality
Mac & Cheese
Dinner
Made with REAL CHEESE
MICROWAVEABLE

MISSOURI DEPT OF CORRECTIONS
2729 PLAZA DR
JEFFERSON CITY MO 65109-4406
S: NORTH
P: JN
X

ARTHUR - 2000

ARTHUR Drive
MO 63017

ART STEVENSON
314-677-7518
JV PROVISIONS LLC
180 RIVER BEND DRIVE
CHESTERFIELD MO 63017

1 LBS

1 OF 1

DWT: 13,10,1

SHIP TO:
DIANA FREDRICK
573-751-2389
MISSOSURI DEPT OF CORRECTIONS
PURCHASING SECTION
2729 PLAZA DRIVE
JEFFERSON CITY MO 65109-1146

MO 651 0-01

UPS GROUND
TRACKING #: 1Z VR5 470 03 9218 6936

BILLING: P/P

UIS 16.5.32 ONTINV50 54.0A 07/2014

RECEIVED
JUL 29 2014
PURCHASING

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
7/29/2014 11:41 AM