NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
C114273001	Personal Hygiene Products
AMENDMENT NUMBER	**CONTRACT PERIOD**
002	September 1, 2016 through August 31, 2017
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY16709172	5615580620 1
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Bob Barker Company, Inc. 134 North Main Street Fuquay-Varina, NC 27526	Missouri Department of Corrections Various Locations Throughout The State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract C114273001 is hereby amended pursuant to the attached amendment #002 dated 4/4/16.

BUYER	BUYER CONTACT INFORMATION
Kristina Cramer	Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Kristina Cramer	April 4, 2016

DIRECTOR OF PURCHASING

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: C114273001
TITLE: PERSONAL HYGIENE PRODUCTS
ISSUE DATE: 4/1/16

REQ NO.: NR 931 YYY16709172
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: BOB BARKER COMPANY, INC.
134 NORTH MAIN STREET
FUQUAY-VARINA, NC 27526

RETURN AMENDMENT BY NO LATER THAN: 4/11/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	kristina.cramer@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT
THE STATE OF MISSOURI

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Bob Barker Company, Inc.	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS 134 N. Main Street	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE Fuquay-Varina, NC 27526	CITY, STATE, ZIP CODE

CONTACT PERSON Robin Finn		EMAIL ADDRESS robinfinn@bobbarker.com
PHONE NUMBER 800-334-9880		FAX NUMBER 800-322-7537
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) X_ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN) 5615580620 1
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) X_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt		
AUTHORIZED SIGNATURE Robin Finn		DATE 4/4/16
PRINTED NAME Robin Finn		TITLE Contract Specialist

AMENDMENT #002 TO CONTRACT C114273001

CONTRACT TITLE: PERSONAL HYGIENE PRODUCTS

CONTRACT PERIOD: SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (3% increase). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

LINE ITEM	MANDATORY SPECIFICATIONS	UNIT	UNIT PRICE
001	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous*	GAL	$37.52_

Non-Foaming Lice Control Shampoo

- Must kill head lice, body lice and crabs
- Minimum active ingredients
  - Pyrethrins.....0.3%
  - Piperonyl, Butoxide, Technical.....3.0%
- Must include a pump for each gallon
- Pump must dispense approximately 1 oz. portion
- Plastic gallon jugs – 4 or 6 gallons per case

Brand: Liceall

Item #: LCS-128

Gallons per Case: 1

Pumps Included: Yes

NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
C114273001	Personal Hygiene Products
AMENDMENT NUMBER	**CONTRACT PERIOD**
001	September 1, 2015 through August 31, 2016
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY15709155	5615580620 1
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Bob Barker Company, Inc. 134 North Main Street Fuquay-Varina, NC 27526	Missouri Department of Corrections Various Locations Throughout The State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract C114273001 is hereby amended pursuant to the attached amendment #001 dated 8/31/15.

BUYER	BUYER CONTACT INFORMATION
Kristina Cramer	Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Kristina Cramer	September 2, 2015

DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: C114273001
TITLE: PERSONAL HYGIENE PRODUCTS
ISSUE DATE: 8/4/15

REQ NO.: NR 931 YYY15709155
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: BOB BARKER COMPANY, INC.
134 NORTH MAIN STREET
FUQUAY-VARINA, NC 27526

RETURN AMENDMENT BY NO LATER THAN: 8/11/15 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	kristina.cramer@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT
THE STATE OF MISSOURI

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Bob Barker Company, Inc.	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS 134 N. Main Street	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE Fuquay-Varina, NC 27526	CITY, STATE, ZIP CODE

CONTACT PERSON Kristen Dodds		EMAIL ADDRESS kristendodds@bobbarker.com
PHONE NUMBER 800-334-9880		FAX NUMBER 800-322-7537
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) _X_ FEIN ___SSN	VENDOR NUMBER (IF KNOWN) 5615580620 1
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) X ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt		
AUTHORIZED SIGNATURE Kristen J Dodds		DATE 8/31/2015
PRINTED NAME Kristen Dodds		TITLE Pricing Specialist

AMENDMENT #001 TO CONTRACT C114273001

CONTRACT TITLE: **PERSONAL HYGIENE PRODUCTS**

CONTRACT PERIOD: **SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016**

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm, fixed price for the above contract period. Any price increase quoted must not exceed the maximum price stated in the contract **(1.5% Increase)**. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

LINE ITEM	MANDATORY SPECIFICATIONS	UNIT	UNIT PRICE
001	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous*	GAL	$ 37.52

Non-Foaming Lice Control Shampoo

- Must kill head lice, body lice and crabs
- Minimum active ingredients
  - Pyrethrins.....0.3%
  - Piperonyl, Butoxide, Technical.....3.0%
- Must include a pump for each gallon
- Pump must dispense approximately 1 oz. portion
- Plastic gallon jugs – 4 or 6 gallons per case

Brand: Liceall

Item #: LCS-128

Gallons per Case: 1

Pumps Included: Yes

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
http://content.oa.mo.gov/purchasing-materials-management

SOLICITATION NUMBER	CONTRACT TITLE
B1E14273	Personal Hygiene Products
CONTRACT NUMBER	**CONTRACT PERIOD**
C114273001	September 1, 2014 through August 31, 2015
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY14709218	5615580620 1
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Bob Barker Company, Inc. 134 North Main Street Fuquay-Varina, NC 27526	Missouri Department of Corrections Various Locations Throughout The State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The bid submitted by Bob Barker Company, Inc. in response to B1E14273, including the attached emails from Kristen Dodds dated 8/12/14, 8/7/14, and 8/6/14 is accepted for line item 001.

BUYER	**BUYER CONTACT INFORMATION**
Kristina Cramer	Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Kristina Cramer	August 12, 2014

DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

IFB NO.: B1E14273
TITLE: PERSONAL HYGIENE PRODUCTS
ISSUE DATE: 04/22/14

REQ NO.: NR 931 YYY14709218
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

RETURN BID NO LATER THAN: 05/07/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO:

(U.S. Mail)		(Courier Service)
DPMM	or	DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESSES:

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT
THE STATE OF MISSOURI

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
Bob Barker Company, Inc,	
MAILING ADDRESS: 134 N. Main Street	IRS FORM 1099 MAILING ADDRESS:
CITY, STATE, ZIP CODE: Fuqua-Varina, NC , 27526	CITY, STATE, ZIP CODE:

CONTACT PERSON	EMAIL ADDRESS
Kristen Dodds	kristendodds@bobbarker.com
PHONE NUMBER: 800-334-9880	FAX NUMBER: 800-322-7537

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
	___ FEIN ___ SSN	56-1558062 01

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)
[✓] Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
Kristen Dodds	5/5/14
PRINTED NAME: Kristen Dodds	TITLE: Pricing Specialist

Cramer, Kristina

From: Kristen Dodds [kristendodds@bobbarker.com]
Sent: Tuesday, August 12, 2014 10:08 AM
To: Cramer, Kristina
Subject: B1E14273, Personal Hygiene Products

For clarification purposes the prices proposed on B1E14273, Personal Hygiene Products, for line items 001-006 are all case prices.

Kristen Dodds

Pricing Specialist/ Contract Sales
Bob Barker Company, Inc.
800-334-9880 (Orders and General Questions)
888-772-0250 ext 2164 Bids and Contracts
800-322-7537 (Fax)
kristendodds@bobbarker.com

Cramer, Kristina

From: Kristen Dodds [kristendodds@bobbarker.com]
Sent: Thursday, August 07, 2014 1:51 PM
To: Cramer, Kristina
Subject: RE: B1E14273 - Personal Hygiene Products

Country of Origin is India

Kristen Dodds
Pricing Specialist/ Contract Sales
Bob Barker Company, Inc.
888-772-0250 ext 2164 (Phone)/ 800-322-7537 (Fax)
kristendodds@bobbarker.com

From: Cramer, Kristina [mailto:Kristina.Cramer@oa.mo.gov]
Sent: Thursday, August 07, 2014 2:13 PM
To: Kristen Dodds
Subject: B1E14273 - Personal Hygiene Products

Hi Kristen,

Can you please tell me if line items 003 (item MSTP) and 004 (item MST85) are manufactured in the U.S. or outside of the U.S.?

Thank you!

Kristina Cramer
Division of Purchasing & Materials Management
State of Missouri Office of Administration
573-751-1695 phone
573-526-9816 fax

Cramer, Kristina

From: Kristen Dodds [kristendodds@bobbarker.com]
Sent: Wednesday, August 06, 2014 2:56 PM
To: Cramer, Kristina
Subject: B1E14273 - Personal Hygiene Products

Bob Barker Company, Inc. engages only in interstate commerce with the State of Missouri.

Kristen Dodds
Pricing Specialist/ Contract Sales
Bob Barker Company, Inc.
888-772-0250 ext 2164 (Phone)/ 800-322-7537 (Fax)
kristendodds@bobbarker.com

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of personal hygiene products including toothbrushes, toothpaste, razors and lice shampoo for the Missouri Department of Corrections, various locations throughout the state of Missouri hereinafter referred to as "state agency", in accordance with the requirements and provisions stated herein.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the current contract (C112008001-003) and the previous procurement documentation (B1E12008) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at http://content.oa.mo.gov/purchasing-materials-management.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

2.1.1 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 Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

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

2.1.4 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 Division of Purchasing and Materials Management 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.

2.2 Contract Period:

2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal periods, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Period:

2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

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

b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 *Termination:*

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

2.5 Price:

2.5.1 All prices shall be as indicated on the Pricing Page. The state 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.

2.5.2 Prices shall include all packing, handling, shipping and freight charges ***FOB Destination, Freight Prepaid and Allowed.*** The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

2.6 Prices Must Be Lowest:

2.6.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.7 Payment Terms:

2.7.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.7.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

2.7.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied

which are not in compliance with Chapter 34.055 RSMo. This statute may be found at http://www.moga.mo.gov/STATUTES/STATUTES.HTM.

2.8 Contractor Liability:

2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.9 Insurance:

2.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.10 Independent Contractor:

2.10.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.11 Estimated Quantities:

2.11.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.12 Federal Funds Requirement:

2.12.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

a. the percentage of the total costs of the program or project which will be financed with Federal money;

b. the dollar amount of Federal funds for the project or program; and

c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.13 Participation by Other Organizations:

2.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.13.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management 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 Division of Purchasing and Materials Management.

2.13.3 The Division of Purchasing and Materials Management 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 state 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 Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.13.4 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 Division of Purchasing and Materials Management 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 Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management 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.

2.13.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contactor may use the affidavit available on the Division of Purchasing and Materials Management's website at http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.14 Contractor's Personnel:

2.14.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.14.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly

employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

2.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.15 Subcontractors:

2.15.1 Any subcontracts for the products/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 State of Missouri and to ensure that the State of Missouri 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 State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3. PERFORMANCE REQUIREMENTS

3.1 General:

3.1.1 The contractor shall provide personal hygiene products on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of personal hygiene products.

3.2 Minimum Orders:

3.2.1 The contractor shall not state minimum order requirements. The agency makes no guarantee of order quantities other than the smallest unit of order.

3.3 Delivery Performance:

3.3.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped ***FOB Destination, Freight Prepaid and Allowed.*** All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

3.3.2 The contractor shall deliver products to the following locations:

Fulton Reception & Diagnostic Center
1393 Highway O
Fulton, MO 65251

Crossroads Correctional Center
1115 East Pence Road
Cameron, MO 64429

Women's Eastern Reception Diagnostic
& Correctional Center
1101 East Highway 54
Vandalia, MO 63382

Western Reception Diagnostic & Correctional Center
3401 Faraon Street
St. Joseph, MO 64506

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

3.3.4 Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.

3.4 Substitutions:

3.4.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

3.4.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

3.4.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.

3.4.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.

3.4.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.5 Replacement of Damaged Product:

3.5.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4. BIDDERS' INSTRUCTIONS

4.1 Contact:

4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

4.2 Business Compliance:

4.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in

compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

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

4.3 On-Line Bid:

4.3.1 If a registered bidder is responding electronically through the On-Line Bidding/Vendor Registration System website, in addition to completing the on-line pricing, the registered bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. Instructions on how a registered vendor responds to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: https://www.moolb.mo.gov.

4.3.2 The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the registered bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-Line Bidding/Vendor Registration System website. Be sure to include the bid number, company name, and a contact name on any electronic attachments.

4.3.3 In addition, the registered bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.

4.3.4 Registered bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest.

4.4 Open Competition:

4.4.1 Any manufacturer's name, 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.

4.4.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids which do not comply with the requirements and the specifications are subject to rejection without clarification.

4.5 Description of Product:

4.5.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.6 Preprinted Marketing Materials:

4.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.7 Bid Detail Requirements and Deviations:

4.7.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.7.2 **Bidders should note**: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.8 Unit of Measure:

4.8.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.

4.8.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.9 Compliance with Terms and Conditions:

4.9.1 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 State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.10 Samples:

4.10.1 Pre-award samples are necessary for evaluation. Bidders must submit a sample of line items 002 through 006 that meet the mandatory specifications. The samples must represent the products to be received on all shipments.

4.10.2 The bidder should submit their samples prior to the bid closing date to the address shown below. If the samples are not sent prior to the bid closing, the bidder must submit the samples within five (5) business days from the request of the buyer. The samples shall be submitted at the bidder's expense, including all delivery charges, to the following address. Failure to provide samples may jeopardize the successful evaluation of the bid.

Division of Purchasing and Materials Management
Attention: Kristina Cramer
301 West High Street, Room 630
Jefferson City, MO 65102

4.10.3 The bidder should identify their samples with the company name, bid number, item number and item name.

4.10.4 The state agency will review the sample and perform a visual inspection. If the sample does not meet the mandatory specifications or is otherwise found unacceptable in the quality and/or overall appearance, the bid shall be determined non-responsive.

4.11 *Material Safety Data Sheet (MSDS) Requirement:*

4.11.1 The bidder must provide a specification sheet and Material Safety Data Sheet (MSDS) for line item 001 (lice control shampoo).

4.11.2 The bidder should submit the required information sheets with their bid response prior to the bid closing date. If the information sheets are not submitted with the bidder's response to the IFB, the bidder must submit the information sheets within five (5) business days from the request of the buyer. The information sheets shall be submitted at the bidder's expense, including all delivery charges, to the address shown above in paragraph 4.10.2. Failure to provide the information sheets shall negate the bid.

4.12 Documentation Requirement:

4.12.1 The bidder must provide documentation from the manufacturer for line items 003, 004 and 005 (toothpaste) confirming the products are "animal fat free." The documentation must be provided on the manufacturer's letterhead.

4.12.2 The bidder should submit the required documentation with their bid response prior to the bid closing date. If the documentation is not submitted with the bidder's response to the IFB, the bidder must submit the documentation within five (5) business days from the request of the buyer. The documentation shall be submitted at the bidder's expense, including all delivery charges, to the address shown above in paragraph 4.10.2. Failure to provide the documentation shall negate the bid.

4.13 Prices:

4.13.1 The bidder shall submit firm, fixed prices on the Pricing Page of the IFB. The bidder can choose to bid all line items or can submit prices for only those items they intend to offer. All pricing shall be quoted ***FOB Destination, Freight Prepaid and Allowed.*** All pricing shall be considered firm for the duration of the contract period.

4.14 Cost Evaluation:

4.14.1 The evaluation shall cover the original contract period plus the succeeding renewal periods. Estimated quantities shall be taken into consideration when computing the total prices for the initial contract period and the renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

4.15 *Determination for Award:*

4.15.1 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.

4.15.2 The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within

the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

4.16 Domestic Product Procurement Act:

4.16.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

4.16.2 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.

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

4.16.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

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

4.16.6 If the lowest priced bidder qualifies 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. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

4.16.7 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.

4.17 Preference for Organizations for the Blind and Sheltered Workshops:

4.17.1 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 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 B**, 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 C**, 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 C**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:
http://dese.mo.gov/se/sw/se-sw-directories.html

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
http://www.lhbindustries.com
http://www.alphapointe.org

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

4.17.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, 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.

4.17.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

Lowest Responsive Bidder's Price / Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points

4.18 Missouri Service-Disabled Veteran Business Preference:

4.18.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not

include the completed Exhibit D and the documentation specified on Exhibit D in accordance with the instructions provided therein, no preference points will be applied.

4.18.2 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.

4.18.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

Lowest Responsive Bidder's Price / Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points

4.19 Debarment Certification:

4.19.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit E** with their bid. This document must be satisfactorily completed prior to award of the contract.

PRICING PAGE

The products shall conform to the specifications contained herein. The bidder can choose to bid all line items, or can submit prices for only those items they intend to offer. All prices shall be quoted ***FOB Destination, Freight Prepaid and Allowed***. All prices shall be considered firm and fixed for the duration of the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	EST QTY	UNIT	UNIT PRICE
001	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous* **Non-Foaming Lice Control Shampoo**	200	GAL	$ 37.52

- Must kill head lice, body lice and crabs
- *Minimum active ingredients*
  - Pyrethrins.....0.3%
  - Piperonyl, Butoxide, Technical.....3.0%
- Must include a pump for each gallon
- Pump must dispense approximately 1 oz. portion
- Plastic gallon jugs – 4 or 6 gallons per case

Bidder shall state the following:

Brand: Liceall Item #: LCS-128

Gallons per Case: 1 Pumps Included: Yes

002	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous* **Single Blade Disposable Anti-Shank Razor**	7,000	EA	$ 160.00

- High Visibility – red or orange
- No hidden cavities
- Perforated 3/16" blade (± 10%)
- Flexible handle
- Minimum eight (8) weak points in handle
- Maximum case size: 1,000

Bidder shall state the following:

Brand: Bob Barker Item #: A63950

Single Blade (Yes or No): Yes Blade Size: 3/16" width

Color: Orange Razors per Case: 500

003 C/S Code: 65299 12,000 EA $49.00
Personal Hygiene Equipment/Supplies: Miscellaneous
Toothpaste

- Fluoride
- 0.15 oz – 0.3 oz packet
- Animal fat free
- Clear gel toothpaste
- Clear packet
- Maximum case size: 1,000

Bidder should state the following:

Brand: Bob Barker Item #: MSTP

Packet Size: 0.15 Packets per Case: 1,000

004 C/S Code: 65299 8,000 EA $24.48
Personal Hygiene Equipment/Supplies: Miscellaneous
Toothpaste

- Fluoride
- 0.85 oz tube (± 10%)
- Animal fat free
- Clear gel toothpaste
- Clear tube
- Maximum case size: 720

Bidder should state the following:

Brand: Bob Barker Item #: MST85

Tube Size: 0.85 Tubes per Case: 144

005 C/S Code: 65299 6,500 EA $65.52
Personal Hygiene Equipment/Supplies: Miscellaneous
Toothpaste

- Fluoride
- 3 oz tube (± 10%)
- Animal fat free
- Clear gel toothpaste
- Clear tube
- Maximum case size: 720

Bidder should state the following:

Brand: OraLine-Secure Item #: 41998

Tube Size: 3 oz Tubes per Case: 72

006	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous* **Toothbrush**	43,000	EA	$ 7.63

- Anti-Shank flexible, flat thumb handle design
- Total length not to exceed 3"
- Individually wrapped
- Each toothbrush **MUST** contain the ADA Seal of Acceptance on the toothbrush or on the wrapper
- Maximum case size: 720

Bidder should state the following:

Brand: Bob Barker

Item #: 90012

Length of Brush: 3"

ADA Seal of Acceptance: No

Brushes per Case: 72

RENEWAL OPTIONS

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder may indicate either a renewal price increase stated as a maximum percentage of increase, applicable to all line items, or a price decrease, stated as a guaranteed minimum percentage of decrease applicable to all line items. The bidder should not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid are strongly advised to submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the State of Missouri shall interpret the percentage as an INCREASE in the absence of bid clarification.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option year(s). If a percentage is not quoted (i.e., left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE. The percentage(s) indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Note: In the event the Division of Purchasing and Materials Management awards by line items, then the item numbers assigned to renewal options will not be referenced in the award text. However, the State of Missouri reserves the right to exercise applicable renewal options according to established clauses in the contract.

IMPORTANT BID PRICING INFORMATION: The bidder should be very careful to note that all increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. Therefore, each renewal period's quoted percentage shall be applied to the ORIGINAL bid pricing, and not to the contract pricing from the prior contract period (with the exception of the first renewal period).

007	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous* **1st Renewal Period** **Renewal Option Percentage Price Adjustment** Bidder must identify below by checking appropriately as an INCREASE OR DECREASE **Maximum Increase:** x **OR Minimum Decrease:**_____	1	PCNT	1.5 %
008	C/S Code: 65299 *Personal Hygiene Equipment/Supplies: Miscellaneous* **2nd Renewal Period** **Renewal Option Percentage Price Adjustment** Bidder must identify below by checking appropriately as an INCREASE OR DECREASE **Maximum Increase:** x **OR Minimum Decrease:**_____	1	PCNT	3 %

DELIVERY

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: 5-20 calendar days ARO.

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Bidders who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: N/A

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: N/A

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: N/A %

EXHIBIT A

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

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

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

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

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

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

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

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

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

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

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

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

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

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

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

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced
LCS-128	Des Moines, IA USA		
90012	Sommers, CT USA		
41998	Ora-Line Companyin the USA		

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
A63950	China		

(Exhibit continues on next page)

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

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

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

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

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

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

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

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

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

Kristen Dodds

SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)

COMPANY NAME
Bob Barker Company, Inc.

EXHIBIT B

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** *The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.*
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT C

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: N/A

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: _____

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 D

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

STANDARDS:

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

- 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;
- 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- 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
- 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 and unless previously submitted within the past five (5) years to the DPMM, the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- 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),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: 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.)

EXHIBIT D (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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 herein 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

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

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

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
Buyer	Date

EXHIBIT E

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bob Barker Company Inc	05-852-5536
Company Name	DUNS #
Kristen Dodds	Pricing Specialist
Authorized Representative's Printed Name	Authorized Representative's Title
Kristen J Dodds	5/5/14
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
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 employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM 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 DPMM 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. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: https://www.moolb.mo.gov to obtain a copy of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

a. Registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
c. A bid submitted electronically by a registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM 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 submitted electronically by a registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM 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 DPMM 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 withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after bid award. The DPMM maintains images 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.
l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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.

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

a. 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.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri 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 State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 12-27-12

END OF DOCUMENT

MATERIAL SAFETY DATA SHEETS

IDENTITY (As Used on Label and List): LICE ALL SHAMPOO Bob Barker Co DATE PREPARED: November 21, 2006

SECTION I

MANUFACTURER'S NAME: CHEM-TECH, LTD.
4515 FLEUR DR.#303
DES MOINES, IA 50321

EMERGENCY TELEPHONE NUMBER: 1-800-424-9300 CHEMTREC
TELEPHONE NUMBER FOR INFORMATION: 515/287-6778

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Hazardous Components (Specific Chemical Identity: Common Name(s)	OSHA PEL	ACGIH TLV	% (optional)
Pyrethrin CAS#: 8003-34-7	TWA-5 mg/m3	TWA-5 mg/m3	0.3
Piperonyl Butoxide, Tech CAS#: 51-03-6	N/EN/E		3.0
Petroleum Solvent CAS#: 64742-47-8	N/E	N/E	1.2
Benzyl Alcohol CAS#: 100-51-6	N/E	N/E	2.4
Octylphenoxypolyethoxyethanol CAS#: 9036-19-5	nonionic surfactant N/E	N/E	8.7
Water CAS#: 7732-18-5	N/E	N/E	84.4

This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-to Know Act of 1986 and of 40 CFR 372:

CAS #	CHEMICAL NAME	% BY WEIGHT
#51-03-6	Piperonyl Butoxide	3.0

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

SPECIFIC GRAVITY @ 20 deg C: 1.0
WEIGHT/GALLON: 8.35
PARTICLE SIZE: N/A
SOLUBILITY IN WATER: Miscible
REFRACTIVE INDEX @ 25 deg. C: N/E
FLASH POINT (TCC): >200 deg F
ODOR: Mild
BULK DENSITY: N/A
SOLUBILITY (OIL): Partial

SECTION IV - FIRE HAZARD DATA

EXTINGUISHING MEDIA: Foam, CO_2, dry chemicals & water fog.

SPECIAL PROCEDURES: Use self-contained breathing apparatus. Cool fire exposed area and equipment

SECTION V - HEALTH HAZARD DATA

TOXICITY CATEGORY: I I I
DERMAL LD_{50}: None Established
ORAL LD_{50}: N/E
EYE EFFECTS: Irritant
INHALATION LC_{50}: N/E
SKIN EFFECTS: N/E

EMERGENCY OR FIRST AID TREATMENT: SEE "STATEMENT OF PRACTICAL TREATMENT"

SECTION VI - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS SPILLED OR RELEASED:
Soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

WASTE DISPOSAL METHOD:
Do not contaminatae water, food or feed by storage or disposal.

PESTICIDE DISPOSAL: Pesticide spray mixture or rinse water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

CONTAINER DISPOSAL: Triple rinse (or equivalent) then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other approved local procedures.

SECTION VII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION: None
PROTECTIVE GLOVES: Rubber
EYE PROTECTION: Safety glasses
OTHER PRECAUTIONS:
Harmful if swallowed. KEEP OUT OF REACH OF CHILDREN.
Do not transport or store under 32 deg F.

SECTION VIII - ADDITIONAL PRECAUTIONS ENVIRONMENTAL HAZARDS

This product is toxic to fish. Do not apply directly to lakes, streams, ponds, tidal marshes or estuaries. Do not apply where runoff is likely to occur. Do not apply when weather conditions favor drift from areas treated. Do not contaminate water by cleaning of equipment or disposal of wastes.

SECTION IX - STATEMENT OF PRACTICAL TREATMENT

EMERGENCY AND FIRST AID PROCEDURES:

EYES: Flush with water for 15 minutes . If irritation persists, contact a physician.

SKIN: Remove contaminated clothing and wash with soap and water. If irritation persists, contact a physican.

INHALATION: Remove to fresh air and respirate.

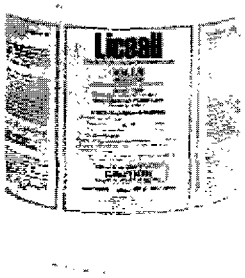
ORAL: Drink one or two glasses of water and induce vomiting by touching the back of the throat with finger. Repeat until vomit fluid is clear. Call a physician or poison control center. Do not induce vomiting or give anything by mouth to an unconscious person.

CONTACT PHYSICIAN.

The information contained herein is believed to be complete and accurate. However, it is the user's responsibiliy to determine the suitability of the information for their particular purpose. CHEM-TECH, LTD. assumes no additional liability or responsibility resulting from the use of or reliance on, this information.

NFPA 1-0-0 HMIS 1-0-0

Liceall Lice-Control Shampoo, 1 Gal.



Non-Foaming Liceall Shampoo kills lice and other parasites

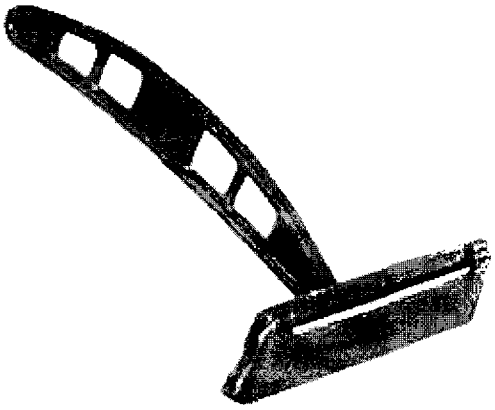
Using powerful parasite killing ingredients such as Pyrethin and Piperonyl Butoxide, Liceall's Non-Foaming Shampoo effectively kills head lice, body lice and crabs. Just apply the liquid solution to the affected area for only 10 minutes, and then wash thoroughly with warm water and soap or shampoo. Use a fine toothed comb or special lice/nit removing comb to help remove dead lice or their eggs (nits) from hair. Repeat within 7-10 days to kill any newly hatched lice. This product is for external use only. Important:Read Warnings before use.

- One pump is provide with each gallon.
- Pump dispenses individual portions of approximately 1 oz.

Active ingredients:
Pyrethrins - 0.3%
Piperonyl, Butoxide, Technical - 3.0%
Inert Ingredients (including Benzyl Alcohol) - 96.7%

Item Number	Description
LCS-128	Liceall Lice-Control Shampoo, 1 Gal.

Safety Razor



Anti-Shank Razor lives up to its name

Avoid the threat of razors used as weapons with our unique Anti-Shank razor designed exclusively for correctional facilities. This razor's high visibility orange color makes it hard to hide, while it's handle features eight weak points that break away when tampered with. There are no seams to pry apart and no hidden cavities to hide contraband--making it one of the industry's safest, disposable razors available today. Plus, its flexible grip handle, perforated main point blade and full-shaving length head still provides users with the same clean, smooth shave found with other disposable razors.

- Color is orange.
- 500 per case.

Item Number	Description
A63950	Safety Razor

Maximum Security Toothpaste, Single Use Packet

Provides maximum protection against contraband

Our Maximum Security fluoride toothpastes not only provide maximum protection against tooth decay and gum disease, it's clear animal fat-free formula and see-through plastic tubing offers you a safe, convenient way to identify contraband.

- See-through packet.
- Product is also see-through.
- *Animal fat-free fluoride* formula.
- 1000 per case.

Item Number	Description
MSTP	Maximum Security Toothpaste, Single Use Packet

Maximum Security Toothpaste, 0.85 oz.

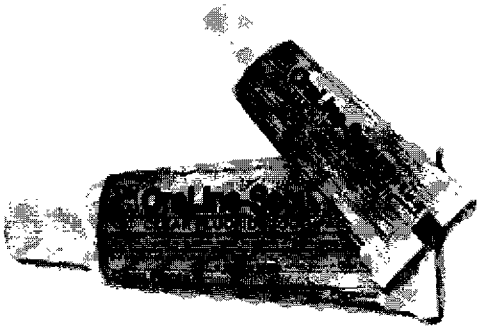
Provides maximum protection against contraband

Our Maximum Security fluoride toothpastes not only provide maximum protection against tooth decay and gum disease, it's clear animal fat-free formula and see-through plastic tubing offers you a safe, convenient way to identify contraband.

- Animal fat-free fluoride formula.
- See-through tubes.
- Product is also see-through.
- 144 per case.

Item Number	Description
MST85	Maximum Security Toothpaste, 0.85 oz.

OraLine-Secure Toothpaste, 3 oz

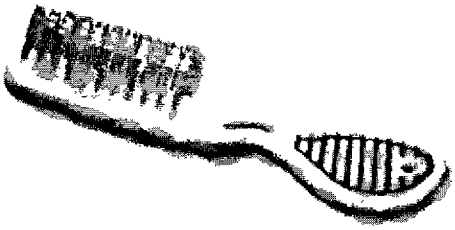


ADA Accepted Toothpaste

- Contains fluoride
- Clear tube with blue gel
- 72 per case

Item Number	Description
41998	OraLine-Secure Toothpaste, 3 oz

Flexible Thumb Toothbrush, Ultra Flex Security, White



Nylon-bristle thumb toothbrushes are ultra flexible and individually sealed in clear bags.

- 72 per case

Item Number	Description
90012	Flexible Thumb Toothbrush, Ultra Flex Security, White

From: (919) 552-3431
Kristen Dodds
Bob Barker Company, Inc
134 N Main St

Fuquay Varina, NC 27526

Origin ID: SOPA

FedEx Express

J1410140207C328

Ship Date: 08MAY14
Act/Wgt: 1.0 LB
CAD: 101084028/INET3490

Delivery Address Bar Code

SHIP TO: (573) 751-1695
BILL SENDER

B1E14273
DPMM
301 West High Street
Room 630
JEFFERSON CITY, MO 65101

Ref #
Invoice #
PO #
Dept #

WED - 07 MAY 9:00A
FIRST OVERNIGHT

TRK# 0201 7987 7095 6972

N1 JEFA

65101
MO-US
STL

5926182/D3F220

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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151969 REV 7/08 RRD

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151969 REV 7/08 RRD

RCVD MAY 7'14 AM 8:23 DA-DPMM

Due 5/7/14 @ 2pm
B1E14273
Buyer Kristina Cramer.

RCVD MAY 9'14 AM10:34 OA-DPMM

Origin ID: SOPA 9195523431
BOB BARKER

7925 PURFOY ROAD
FUQUAY-VARINA NC 27526
UNITED STATES

Ship Date: 07MAY14
Actual Wgt: 1 LB
System#: 606965/KWCS14001509
Account: S 127056471

TO:

DPMM
KRISTINA CRAMER
301 WEST HIGH STREET, ROOM 630
JEFFERESON CITY, MO 65102
US

9195523431

FedEx Express

E

Delivery Address Barcode

BILL SENDER

EXPRESS SAVER

TRK# 4509 5413 8967 Form 0201

MON
DELIVER BY:
12MAY14

STL A4

65102 -MO-US

SX JEFA

Ship To:
Kristina Cramer
301 West High Street, Room 630
Jeffereson City, MO 65102 US

BobBarker

GSR ID: BC05061401
Customer Code: MISMO11
Date: 5/6/2014
Shipped Via: FEXESP

Item Number	Description	Shipped Qty	UOM
A63950	Razor, Single Blade Security 500ea/cs, 1 cs/mc	2	EA

FAXMAN LIGHT LIGHT