



NOTICE OF AWARD

State of Missouri
Office of Administration
Division of Purchasing
P.O. Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION/OPPORTUNITY (OPP) NUMBER RFPC30034901600539	CONTRACT TITLE Walk-In Freezer and Cooler
CONTRACT NUMBER CC160539001	CONTRACT PERIOD April 11, 2016 through April 10, 2017
REQUISITION/REQUEST NUMBER NR 931 YYY16709038	SAMII VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315258100 0
CONTRACTOR NAME AND ADDRESS CARE Sales and Service P.O. Box 2005 Camdenton, MO 65020	STATE AGENCY'S NAME AND ADDRESS Ozark Correctional Center Maryville Treatment Center 929 Honor Camp Lane 30227 U.S. Highway 136 Fordland, MO 65652 Maryville, MO 64468
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by CARE Sales and Service in response to RFPC30034901600539 is accepted for items 1 and 2.	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/11/16
DIRECTOR OF PURCHASING 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
FOR REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 02
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600539
TITLE: WALK-IN FREEZER AND COOLER
ISSUE DATE: 03/18/16

REQ NO.: NR 931 YYY16709038
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@qa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/28/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH <https://MissouriBuys.mo.gov> BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W. High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

(Courier Service)
PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

OZARK CORRECTIONAL CENTER
929 HONOR CAMP LANE
FORDLAND, MO 65652

MARYVILLE TREATMENT CENTER
30227 U.S. HIGHWAY 136
MARYVILLE, MO 64468

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CARE Sales and Service
MAILING ADDRESS PO Box 2005
CITY, STATE, ZIP CODE Camdenton MO, 65020

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Commercial and Restaurant Equipment Inc.
IRS FORM 1099 MAILING ADDRESS PO Box 2005
CITY, STATE, ZIP CODE Camdenton MO, 65020

CONTACT PERSON Jon Boeckman		EMAIL ADDRESS jon@caresands.com	
PHONE NUMBER 573-346-2912 ext.4		FAX NUMBER 573-346-4230	
TAXPAYER ID NUMBER (TIN) 431525810	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 431525810	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Jon Boeckman</i>		DATE 3/28/16	
PRINTED NAME Jon Boeckman		TITLE Sales	

ADDENDUM 02 TO RFPC30034901600539

TITLE: WALK-IN FREEZER AND COOLER

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

NOTICE OF REVISION(S) TO THE RFP DOCUMENT ATTACHMENT:

The following change has been made:

1. CLOSING DATE:

AS STATED: RETURN PROPOSAL NO LATER THAN: 03/21/16 AT 2:00 P.M.

CHANGE TO: RETURN PROPOSAL NO LATER THAN: 03/28/16 AT 2:00 P.M. ✓

2. The following LINE ITEM has been REVISED: 1

Note: The changes made as a result of this addendum have been *bolded* and *italicized* in the RFP document attachment.

NOTICE OF REVISION(S) TO THE MISSOURIBUYS ELECTRONIC VERSION OF THE SOLICITATION:

For vendors responding electronically to this solicitation, see the above description regarding changes made as a result of this addendum.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into MissouriBUYS.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600539
TITLE: WALK-IN FREEZER AND COOLER
ISSUE DATE: 03/08/16

REQ NO.: NR 931 YYY16709038
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@ga.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/28/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH <https://MissouriBuys.mo.gov>
BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W. High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

OZARK CORRECTIONAL CENTER
929 HONOR CAMP LANE
FORDLAND, MO 65652

MARYVILLE TREATMENT CENTER
30227 U.S. HIGHWAY 136
MARYVILLE, MO 64468

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CARE Sales and Service		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Commercial and Restaurant Equipment Inc.	
MAILING ADDRESS PO Box 2005		IRS FORM 1099 MAILING ADDRESS PO Box 2005	
CITY, STATE, ZIP CODE Camdenton MO, 65020		CITY, STATE, ZIP CODE Camdenton MO, 65020	
CONTACT PERSON Jon Boeckman		EMAIL ADDRESS jon@caresands.com	
PHONE NUMBER 573-346-2912 ext.4		TAX NUMBER 573-346-4230	
TAXPAYER ID NUMBER (TIN) 431525810	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 431525810	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 3/28/2016	
PRINTED NAME Jon Boeckman		TITLE Sales	

ADDENDUM 01 TO RFPC30034901600539**TITLE: WALK-IN FREEZER AND COOLER****CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR****NOTICE OF REVISION(S) TO THE RFP DOCUMENT ATTACHMENT:**

The following change has been made to the Pricing Page:

3. The following **LINE ITEM** has been **REVISED**: 1

Note: The change made as a result of this addendum has been *bolded* and *italicized* in the RFP document attachment.

NOTICE OF REVISION(S) TO THE MISSOURIBUYS ELECTRONIC VERSION OF THE SOLICITATION:

For vendors responding electronically to this solicitation, line item 1 has been modified in the MissouriBUYS system.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

9. Log into **MissouriBUYS**.
 10. Select the **Solicitations** tab.
 11. Select **View Current Solicitations**.
 12. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
 13. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 14. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
 15. Choose the solicitation version you desire to compare to the addendum.
- Click **Show Version Comparison** (revisions will be in yellow highlight)



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600539
TITLE: WALK-IN FREEZER AND COOLER
ISSUE DATE: 03/03/16

REQ NO.: NR 931 YYY16709038
BUYER: LAURIE BORCHELT
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/21/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH <https://MissouriBUYS.mo.gov>
BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809
or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

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929 HONOR CAMP LANE
FORDLAND, MO 65652

MARYVILLE TREATMENT CENTER
30227 U.S. HIGHWAY 136
MARYVILLE, MO 64468

The vendor 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 Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CARE Sales and Service
MAILING ADDRESS PO Box 2005
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LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Commercial and Restaurant Equipment Inc.
IRS FORM 1099 MAILING ADDRESS PO Box 2005
CITY, STATE, ZIP CODE Camdenton MO, 65020

Inc.

CONTACT PERSON Jon Boeckman		EMAIL ADDRESS jon@caresands.com	
PHONE NUMBER 573-346-2912 ext4		FAX NUMBER 573-346-4230	
TAXPAYER ID NUMBER (TIN) 431525810	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 431525810	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 3/28/2016	
PRINTED NAME Jon Boeckman		TITLE Sales	

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.
 - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
 - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

*****End of Instructions for Submitting Solicitation Response*****

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of a walk-in freezer for the Missouri Department of Corrections, Ozark Correctional Center in Fordland, Missouri and a walk-in cooler for the Missouri Department of Corrections, Maryville Treatment Center in Maryville, Missouri (hereinafter referred to as the state agency), in accordance with the requirements and provisions stated herein.

1.2 Tour of Facility:

1.2.1 To ensure that the offeror understands the requirements, a tour of the facility may be arranged by contacting the applicable state agency. Offerors shall contact Teri Myers at Ozark Correctional Center, at (417) 767-4491. Offerors shall contact Irina Younger at Maryville Treatment Center, at (660) 582-6542 ext. 353.

1.2.2 All personnel, including any subcontractor personnel, will need to undergo a Missouri Uniform Law Enforcement System (MULES) background check prior to being allowed access into the facility. Full names, social security numbers, and dates of birth for all personnel will be required. Additionally, all personnel will be required to obtain security clearance before entering the facility for observation.

1.2.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions, facilities, and/or any other existing condition, factor, or item that may affect or impact the performance of service and equipment described and required herein. The offeror shall not be relieved of any responsibility for performance under the contract for any reason whatsoever.

1.2.4 Any questions that arise as a result of the site visit or with the requirements of the RFP must be directed to the buyer identified on the first page of the RFP. The offeror is cautioned that the only official position of the state is that which is in writing; therefore information discussed while touring the facility that conflicts with requirements published in the RFP must be brought to the buyer's attention prior to submitting a response.

***** END OF INTRODUCTION AND GENERAL INFORMATION *****

2. CONTRACTUAL REQUIREMENTS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP 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 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 the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Termination:

- 2.3.1 The Division of Purchasing 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.

2.4 Contract Prices:

- 2.4.1 The contract 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.
- 2.4.2 The 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 proposal, or as otherwise specifically stated and allowed by the RFP.

2.5 Payment Terms:

- 2.5.1 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 update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. 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 RFP.
- 2.5.2 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>.
- 2.5.3 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 RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. 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/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.6 Contractor Liability:

- 2.6.1 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.
- 2.6.2 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.

2.7 Insurance:

- 2.7.1 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.
- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.8 Independent Contractor:

- 2.8.1 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.

2.9 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements:

- 2.9.1 The contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 22 dated January 22, 2016 for the counties of Webster and Nodaway. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- 2.9.2 The contractor shall forfeit to the state agency \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- 2.9.3 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- 2.9.4 The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the state agency a penalty of \$2,500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- 2.9.5 A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following notices: (1) The notice of registration for employer withholding issued to the contractor by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to the contractor by the division of employment security. If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
- 2.9.6 The above-stated requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

2.10 Surety Bond:

- 2.10.1 In the event the project costs \$50,000.00 or more, the contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of section 107.170, RSMo. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division

of Purchasing exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

2.11 Coordination:

2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.12 Inventions, Patents, and Copyrights:

2.12.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.12.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

2.12.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.13 Subcontractors:

2.13.1 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.

2.14 Participation by Other Organizations:

- 2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing 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.
- 2.14.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.14.4 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 proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing 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 detailing all efforts made to secure a replacement. The Division of Purchasing 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.
- 2.14.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. 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 contractor may use the affidavit available on the Division of Purchasing's website at <http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.15 Contractor's Personnel:**
- 2.15.1 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.
- 2.15.2 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.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.16 Prison Rape Elimination Act (PREA) Requirements:

- 2.16.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 2.16.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.16.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 2.16.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.16.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

***** END OF CONTRACTUAL REQUIREMENTS *****

3. PERFORMANCE REQUIREMENTS:

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. The contents of this section are for informational purposes and do not require a response.

3.1 General:

3.1.1 The contractor shall provide the walk-in freezer and the walk-in cooler to the applicable state agency as specified herein. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the walk-in freezer and cooler.

3.1.2 The contractor must furnish the walk-in freezer and cooler and all related materials, supplies, and services as specified herein, which shall include delivery, unloading, assembly, installation, and all final mechanical, plumbing, and electrical connections. Ozark Correctional Center requires de-installation and removal of the existing Master-Bilt walk-in unit. The outside dimensions of the unit is 19'3"L x 13'6"W x 8'6"H.

3.2 Substitutions:

3.2.1 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.

3.2.2 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.

3.2.3 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 shall be the final authority as to acceptability of any proposed substitution.

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

3.2.5 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.

3.3 Replacement of Damaged Product:

3.3.1 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.

3.4 Delivery Requirements:

3.4.1 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.

3.4.2 Delivery shall include unloading at the state agency's designated unloading site and hook-up to agency-provided utilities.

- 3.4.3 The contractor shall deliver the units to the locations indicated below. The contractor shall make arrangements with the state agency at least one (1) week prior to delivery for specific instructions on accepted dates and times for delivery.

Ozark Correctional Center
929 Honor Camp Lane
Fordland, MO 65652
Contact: Larry Trapp or Ray Lewis
Phone No.: (417) 767-4491

Maryville Treatment Center
30227 U.S. Highway 136
Maryville, MO 64468
Contact: Irina Younger
Phone No.: (660) 582-6542 ext. 353

3.5 De-Installation and Removal:

- 3.5.1 The contractor shall be responsible for de-installing and removing the existing unit at Ozark Correctional Center at no additional cost to the state. All removal and disposal shall be conducted in accordance with all applicable federal, state, and local laws, regulations and rules regarding the disposal. The state agency shall be responsible for obtaining the approval of State Surplus Property before the contractor removes and disposes of the existing unit.
- 3.5.2 Maryville Treatment Center will de-install and remove the existing unit, complete and ready for the contractor to install the new unit.

3.6 Installation/Testing:

- 3.6.1 The contractor shall deliver and fully install the walk-in freezer at Ozark Correctional Center and cooler at Maryville Treatment Center in accordance with the manufacturer's recommended installation procedures, including but not limited to all modular panels and refrigeration systems, to the satisfaction and acceptance of each state agency.
- 3.6.2 The contractor must furnish all related equipment, materials, and supplies as specified herein, including all hoses, wires, etc. for utility connections (water, drains, and electrical). Each state agency will ensure that utilities are available at the point of hook-up.
- 3.6.3 The walk-in freezer shall be installed in an outdoor location at Ozark Correctional Center on a concrete pad prepared by the state agency. The walk-in cooler shall be installed indoors at the Maryville Treatment Center facility.
- 3.6.4 The units must be installed by factory-authorized installers.
- 3.6.5 All plumbing and electrical work, including any stainless steel modifications that may be required, shall be performed by the contractor at no cost to the state agency.
- 3.6.6 The contractor must complete onsite installation of the units within five (5) business days of commencing work. Installations must be performed between the hours of 6:30 a.m. and 5:00 p.m.
- 3.6.7 The contractor shall be responsible for keeping all tools in sight while work progresses. Upon leaving the site for any reason, the contractor must secure all tools in a locked job box or working van on the premises.
- 3.6.8 The contractor must remove all labels from the installed units.

3.6.9 The contractor shall be responsible for disposing all debris from the installation site and shall leave the site in broom-swept condition upon completion of the installation.

3.6.10 Once installed, the contractor must test the equipment and make all necessary adjustments required for successful operation prior to the use/demonstration session with agency personnel.

3.7 Use/Demonstration Session:

3.7.1 The contractor must conduct a use/demonstration session at the state agency site with all applicable designated state agency personnel at no additional cost. The use/demonstration session shall include the efficient operation of the equipment in accordance with manufacturer recommendations, and equipment cleaning and maintenance instructions.

3.8 Warranty:

3.8.1 The contractor shall provide the manufacturer's standard warranty including parts and labor. The warranty shall commence upon delivery, installation and acceptance of the equipment.

3.9 Service/Operation Documentation:

3.9.1 The contractor must supply a service/operation manual to each state agency for the equipment provided at no additional cost.

3.10 Invoicing Requirements:

3.10.1 The contractor shall submit invoices to the address below:

Missouri Department of Corrections
Attn: Accounts Payable
P.O. Box 1898
Jefferson City, MO 65102

3.11 Security Clearance/Background Checks:

3.11.1 Prior to providing any equipment and/or service, all personnel of the contractor, including subcontractor(s) personnel who will have access to the facilities or operations must undergo a MULES background check. Additionally, all contractor personnel, including subcontractor personnel, will be required to obtain security clearance prior to entering the facility. The security clearance/background check shall only be related to the areas of responsibility to which the individual will be assigned.

3.11.2 The state reserves the right to review all security clearance/background check results and based on the background investigation or otherwise, to disapprove any contractor's or subcontractor's personnel.

***** END OF PERFORMANCE REQUIREMENTS *****

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

This section of the RFP includes information and instructions to the offeror that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the offeror submitting a proposal.

4.1 Contact:

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

4.2 Business Compliance:

4.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line proposal that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) <http://sos.mo.gov/business/startBusiness.asp>
- 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)

The offeror should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

4.3 Submission of Proposals:

4.3.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

- 4.3.2 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal, including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- 4.4 Annual Wage Orders:**
- 4.4.1 The offeror is advised that prior to submitting a proposal, the offeror must review the annual wage order for each county. The wage orders are available as a CD and may be obtained by contacting the buyer of record as indicated on the front page of this document.
- 4.5 Proposal Detail Requirements and Deviations:**
- 4.5.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 4.5.2 **Note:** A descriptive brochure of the product proposed may not be acceptable as clear identification of deviations from the written specification.
- 4.6 Compliance with Terms and Conditions:**
- 4.6.1 The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions.
- 4.6.2 The offeror is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- 4.6.3 The offeror's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the RFP, should be submitted herein. The offeror should do one of the following if terms and conditions are submitted: (1) The offeror should clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the offeror, terms and conditions and those contained in the RFP, RFPC30034901600539, the RFP shall govern" or (2) Sign the signature block entitled "Addendum to Offeror's Terms and Conditions" on the Pricing Page. Failure to place this statement with the offeror's terms and conditions or not signing and/or taking exception to the state's terms and conditions may prohibit the State of Missouri from doing business with the offeror.
- 4.7 Open Records:**
- 4.7.1 Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.
- 4.8 Open Competition:**
- 4.8.1 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.

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

4.9 Description of Product:

4.9.1 The offeror should present a description of all products and services proposed in response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the proposal 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.

4.10 Preprinted Marketing Materials:

4.10.1 The offeror may submit preprinted marketing materials with the proposal. However, the offeror 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 offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.10.2 It is the offeror's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product proposed meets specifications.

4.11 Unit of Measure:

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

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

4.12 Competitive Negotiation of Proposals:

4.12.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.13 Pricing:

- 4.13.1 The offeror shall submit a firm fixed unit price for the walk-in freezer specified in item 1 and/or the walk-in cooler specified in item 2 on the Pricing Page, to include delivery, installation/testing (which shall include all labor in accordance with the prevailing wage requirements stated herein, support, and travel necessary to provide installation of the units), use/demonstration, warranty and documentation, as specified in Sections 3.4 through 3.9 of the RFP. If proposing the walk-in freezer for Ozark Correctional Center, the offeror must also include the costs for de-installing and removing the existing unit.
- 4.13.2 The prices quoted must include all labor, parts, materials, and supplies necessary for the walk-in freezer and cooler to be operational in accordance with manufacturer recommendations. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs. Pricing shall be considered firm for the duration of the contract period.
- 4.13.3 All pricing shall be quoted *FOB Destination, Freight Prepaid and Allowed*. All costs for transporting, freight and insuring the walk-in freezer and cooler to the specified delivery point must be built into the quoted firm, fixed unit price.

4.14 Cost Evaluation:

- 4.14.1 The evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements as applicable to the item specified. Separate cost evaluations will be conducted for each item. The unit price stated will be multiplied by the estimated quantity indicated for the item. 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 offeror for item 1 and the lowest priced responsive offeror for item 2. Other factors that affect the determination of the lowest price responsive offeror 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 proposal which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the offeror to meet mandatory general performance specifications; and/or 2) failure of the offeror to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the offeror 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 offeror's proposal.

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 offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- 4.16.2 Offerors 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 offerors 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 offeror 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 offeror must provide proof of compliance with section 34.353, RSMo. Therefore the offeror should complete and return **Exhibit A**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 4.16.6 If the lowest priced offeror qualifies as American-made or in the event all of the offerors or none of the offerors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced offeror does not qualify for the Buy American Preference but other offerors do qualify, then the low offeror'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 RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details with the proposal.
- 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 offerors 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 offeror 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 offeror'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 offeror 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 offeror must provide the following information with the bid:
 - Participation Commitment - The offeror 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP 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 RFP 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror 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/special-education/sheltered-workshops/directories>
 - c. The websites for the Missouri Lighthouse for the Blind and the Alhphainte Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - d. Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror 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 offeror qualifies for the preference, or in the event none of the offerors qualify for the preference, no further calculation is necessary.

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

<u>Lowest Responsive Offeror’s Price</u>	x	200 Maximum Cost	=	Awarded Cost
Compared Offeror’s Price		Evaluation Points		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 offerors 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 proposal. If the proposal 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 offeror qualifies for the preference, or in the event none of the offerors qualify for the preference, no further calculation is necessary.
- 4.18.3 In the event the lowest priced offeror does not qualify for the preference but other offerors do, then the following evaluation point formula shall apply to determine cost evaluation points:

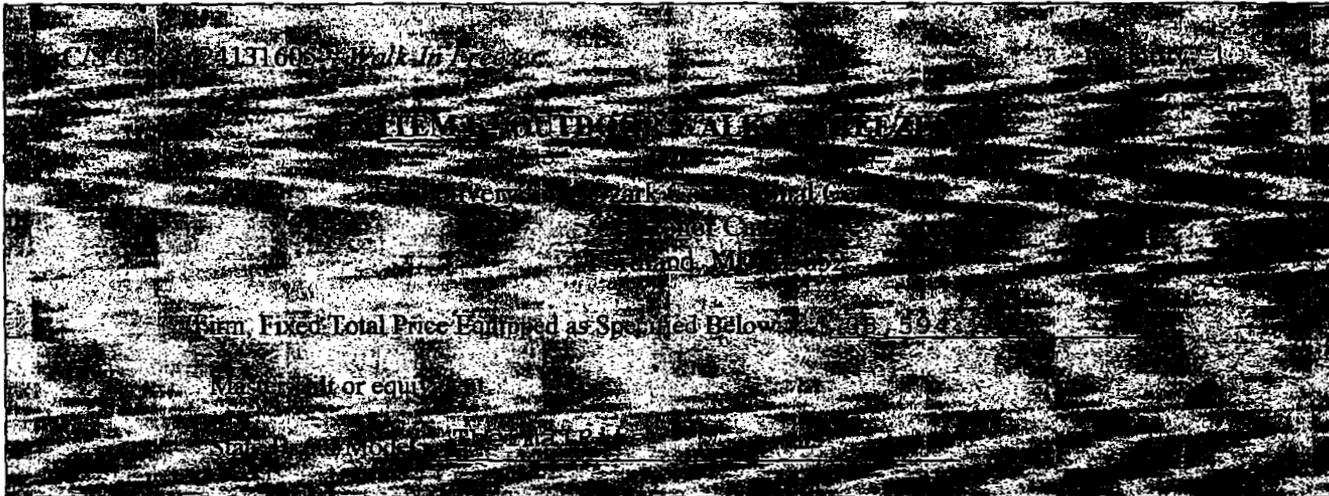
<u>Lowest Responsive Offeror’s Price</u>	x	200 Maximum Cost	=	Awarded Cost
Compared Offeror’s Price		Evaluation Points		Evaluation Points

PRICING PAGE

The units shall conform to the specifications below. The offeror shall submit a firm fixed unit price for the walk-in freezer specified in item 1 and/or the walk-in cooler specified in item 2, to include delivery, installation/testing (which shall include all labor in accordance with the prevailing wage requirements stated herein, support, and travel necessary to provide installation of the units), use/demonstration, warranty and documentation, as specified in Sections 3.4 through 3.9 of the RFP. If proposing the walk-in freezer for Ozark Correctional Center, the offeror must also include the costs for de-installing and removing the existing unit.

The prices quoted must include all labor, parts, materials, and supplies necessary for the walk-in freezer and cooler to be operational in accordance with manufacturer recommendations. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs. Pricing shall be considered firm for the duration of the contract period.

All pricing shall be quoted *FOB Destination, Freight Prepaid and Allowed*. All costs for transporting, freight and insuring the walk-in freezer and cooler to the specified delivery point must be built into the quoted firm, fixed unit price.



OUTDOOR WALK-IN FREEZER - OZARK CORRECTIONAL CENTER

In addition to the following minimum mandatory requirements, the walk-in freezer shall be equipped with all standard equipment for the model specified.

Offeror should provide a detailed description of each specification below for the walk-in freezer bid.

Overall dimensions

- 19'3" L (+/- 4") X 13'6" W (+/- 4") X 8'7" H (+/- 2") Yes

Construction

- Interior walls and ceiling, exterior walls and ceiling, and exterior floor shall be minimum 26 gauge acrylic stucco galvanized steel

Yes

- Wall panels and floor shall be minimum 4" thick. Ceiling shall be minimum 5" thick.
Yes

- Interior floor shall be minimum 14 gauge galvanized steel
Yes

- Unit shall include diamond aluminum floor overlay
Yes

~~Temperature Rating~~

- Floor must have minimum rating of 5,000 pounds per square foot
Yes

~~Temperature Rating~~

~~SPECIFICATION REVISIONS BY ADDENDUM 10~~

- Unit shall be rated for temperature of $-10^{\circ}F$
Yes

~~Temperature Rating~~

- Unit shall include an all-weather roof package
Yes

~~SPECIFICATION REVISIONS BY ADDENDUM 10~~

- Unit shall include minimum 54" interior reinforced floor ramp
54" w/ramp to match

~~SPECIFICATION REVISIONS BY ADDENDUM 10~~

- Unit shall include heavy duty, 54" left hinged door with thermometer and pressure relief port in the door frame
Yes
- Unit shall include minimum 36" H kickplate on both sides of door and frame
Yes

~~SPECIFICATION DELETED BY ADDENDUM 10~~

- *(Deleted)*
- Unit shall include all fasteners and shall be tamper-proof
Yes

~~SPECIFICATION REVISIONS BY ADDENDUM 10~~

- Unit shall include *three (3)*, minimum 4', *LED cooler-rated* light fixtures
Yes

~~Room Cooling System~~

- Unit shall include minimum two (2), minimum 3 hp condensing units with minimum 9,900 BTUH capacity
Yes
- Condenser shall be sized for working at 100°F outside temperature

Yes

- Unit shall include minimum two (2) evaporators with minimum 11,000 BTUH capacity
Yes

- The refrigeration system shall include a lead lag controller, 208V/3 phase
Yes



INDOOR WALK-IN COOLER - MARYVILLE TREATMENT CENTER

In addition to the following minimum mandatory requirements, the walk-in cooler shall be equipped with all standard equipment for the model specified.

Offeror should provide a detailed description of each specification below for the walk-in cooler bid.

- 18'9" L (+/- 4") X 9'8" W (+/-4") X 8'4" H (+/-2")
Yes

- Unit shall be floorless
Yes
- Interior walls shall be a minimum .040 stucco aluminum and interior and exterior ceiling shall be a minimum .040 white stucco aluminum. Exterior walls shall be a minimum 26 gauge acrylic stucco galvanized steel.
Yes
- Unit shall include a minimum 4" foamed-in-place urethane foam insulation
Yes

Unit Features	
• Unit shall include a standard, right hinged door with minimum 36" H diamond kickplate on both sides of door and frame	<u>Yes</u>
• Unit shall include one (1) minimum 14" x 14" heated viewing window	<u>Yes</u>
• Unit shall include all fasteners and shall be tamper-proof	<u>Yes</u>
• Unit shall include LED cooler-rated fixtures	<u>Yes</u>
Refrigeration System	
• Unit shall include one (1), minimum 1.5 hp condensing unit with minimum 12,400 BTUH capacity (outdoor rated)	<u>Yes</u>
• Condenser shall be sized to operate at 100°F outside temperature	<u>Yes</u>
• Unit shall include one (1) evaporator with minimum 13,400 BTUH capacity	<u>Yes</u>

Delivery/Installation:

The desired delivery and installation is thirty (30) calendar days after receipt of order (ARO). If offeror's delivery is different, the offeror should state delivery in days after receipt of the order: 30 calendar days ARO.

Warranty:

The offeror should indicate the manufacturer's standard warranty for the following. The warranty shall commence upon delivery, installation and acceptance of the unit(s) by the State of Missouri.

Panel warranty: 10 Years. Painted Surfaces 1 Year

Compressor warranty: 5 Years

Parts and labor warranty on remaining components: 1 Year. 30 Days Labor on hardware.

Employee Bidding/Conflict of Interest:

Offerors 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 offeror or any owner of the offeror'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:

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

Percentage of ownership interest in offeror's
organization held by elected or appointed
official or employee of the State of Missouri
or political subdivision thereof:

_____ %

Addendum to Offeror's Terms and Conditions:

By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any standard terms and conditions that are submitted as part of his/her proposal, and (2) any of the offeror's terms and conditions contained in his/her proposal that conflict with the RFP's requirements, terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's submitted terms and conditions that are not in conflict with the RFP shall apply hereto.

AUTHORIZED SIGNATURE

 OFFEROR'S AUTHORIZED SIGNATURE		DATE
Jon Boeckman		3/28/2016 Sales
PRINTED NAME		TITLE
CARE Sales and Service		
OFFEROR'S COMPANY NAME		

EXHIBIT A

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359 RSMo, the offeror is instructed to provide information regarding the point of manufacture for each of the products being proposed 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 offeror 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, law, agreement, or regulation 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 OFFEROR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
- (Table 2) ALL products proposed 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 proposed fall into the prior two categories so an item-by-item certification is necessary.

The offeror 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 proposed 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 proposed 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 PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, 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 proposed 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 proposed are manufactured or produced.

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

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

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

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

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 proposed 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 proposed 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 offeror 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.

[Handwritten Signature]
 SIGNATURE (If submitting proposal electronically, scanned or typed signature is acceptable)

COMPANY NAME
 CARE Sales and Service DBA Commercial and Restaurant Equipment Inc.

EXHIBIT B

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror commits to the use of the organization at the price of \$2,000,000 (or the actual net 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 <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> RFP Paragraph References:
2.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> RFP Paragraph References:

EXHIBIT C

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind Workshop

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____
(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

*Date (Dated no
earlier than the RFP
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 (Purchasing) 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 Purchasing 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 an offeror meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to Purchasing, the offeror 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 (cont'd)

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 offeror 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 Purchasing and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing 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, Purchasing will remove the SDVE and associated SDV from the database.)

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

**STATE OF MISSOURI
DIVISION OF PURCHASING**

TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum 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 (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- 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 RFP 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/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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 RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of

the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 vendor 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 proposal. In addition, the vendor 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 RFP.
- e. In the event that the vendor 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 RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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 RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP 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 RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, 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 vendor and request clarification of the intended proposal. 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 mistakes in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor 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 RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal 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).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP 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 Purchasing 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 Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (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 proposal 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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
- b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal 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 10-19-15

ThermalRite Limited Warranty

WARRANTY COVERAGE: ThermalRite extends the following warranty to the original purchaser/user, which shall be deemed to mean the individual or company for whom the warranted product(s) was originally installed. It neither assumes, nor authorizes any person to assume, any obligation other than that covered by this warranty, and applies only within the continental boundaries of the United States of America, its territories, possessions and Canada.

ThermalRite warrants the foamed-in-place panels manufactured and sold by it to be free from defects in material and workmanship under proper and normal use and service for a period of 10 years from the date of original installation, but not to exceed 10 years and three months from date of original shipment, subject to the proration of warranty coverage for warranty claims submitted. Painted surfaces shall be warranted against defects in the materials and workmanship under normal use and service for a period of one year.

All hardware (except refrigeration system, covered separately if sold by ThermalRite) are warranted against defects in materials and workmanship under normal use and service for a period of one year from date of installation, but not to exceed fifteen months from date of original shipment. Labor for the hardware only is covered for the first thirty (30) days. Replacement parts purchased from ThermalRite will be warranted for a period of ninety (90) days from ship date. A purchase order or credit card must be furnished for all warranty parts and all parts must be returned for inspection, excluding compressors. Once a part has been inspected and it has been determined that the part failed because of defect of manufacturing or materials, a credit will be issued.

ThermalRite will repair or replace, at its option, any panels or hardware manufactured or sold by it which prove to be defective within the warranty coverage. ThermalRite's obligation to repair or replace any defective panel for which a warranty claim is submitted to ThermalRite shall be conditioned on the customer paying a prorated cost of the repair or replacement. Inspection by ThermalRite of parts claimed defective shall be final in determining warranty status. The warranty does not include transportation charges to and from, nor the cost or responsibility of removing the defective part or reinstalling the replacement or repaired part and will not apply to said equipment nor any part thereof which has been subject to misuse, damage in transit, accident, negligence, alteration or improper installation or operation contrary to ThermalRite's directions, instructions or recommendations.

With respect to products (doors, windows, refrigeration, etc., but not limited to.) sold or supplied by Thermalrite but manufactured by other companies who furnish their own warranties, ThermalRite's sole obligation is to assist the original purchaser in contacting said manufacturer.

Exclusions from Warranty Coverage:

1. Equipment that has been subject to removal from original site, rebuilt or subject to any accident or alterations from original print.
2. Bulbs or fluorescent light bulb replacement
3. Refrigeration leaks occurring at threaded connections or joints on remote systems,
4. adjustments/resetting (i.e. doors, valve adjustments, defrost component adjustment, pressure control or room thermostat adjustments, circuit breaker resetting, fuse replacement, door thermostat or alarm resetting, (unless Authorized by OneSolutionSupport Service).
5. Additional field components or controls not supplied by manufacturer.
6. Field wiring, drain lines, heaters, refrigerant piping, not supplied by manufacturer.
7. Condenser or evaporator coil cleaning.
8. Refrigeration top off charge on remote units, refrigerant, oils, filters or driers.
9. Start-ups, improper installation, negligence, abuse, misuse or unauthorized service.
10. Damage caused by improper cleaning, use of corrosive cleaning chemicals, floods, storms, acts of God, use/abuse, site or environmental conditions.

Quote

03/26/2016

Project:
Fordland Correctional

From:
CARE Sales & Service
DAVID BOECKMAN
PO Box 2005
588 Keystone Ind. Pk. Dr.
Camdenton, MO 65020-1994
(573)346-2912
(573)346-2912 (Contact)

Job Reference Number: 1294

Item	Qty	Description	Sell	Sell Total
1	1 ea	WALK IN FREEZER, MODULAR, REMOTE ThermalRite Model No. WALK IN FREEZER 19'3" x 13'6" x 8'7" Walk In Freezer with 4" wall s and 5" ceiling per spec with 54" door and interior ramp. outside box with TPO roof.	\$22,782.20	\$22,782.20
2	2 ea	REMOTE CONDENSER UNIT Heatcraft Refrigeration Products Model No. LZT030L6CF Remote refrigeration system 208/3 pz, 9900 btu @ -20 Evap, with evaporator, and all controls.	\$4,191.00	\$8,382.00
3	1 ea	LEAD LAG CONTROLLER Heatcraft Refrigeration Products Model No. LLT42 Lead lag Controller.	\$1,230.00	\$1,230.00
4	1 ea	INSTALLATION Custom Model No. INSTALL Installation to include removal of existing walk in and components. reinstall of new walk in and refrigeration system. Including all materials and labor need to complete installation.	\$6,200.00	\$6,200.00
Total				\$38,594.20

Acceptance: _____ Date: _____
Printed Name: _____

CARE SALES & SERVICE

Quotation



Quote #: 246036
Quote Date: 03/10/2016
Revision: 03/22/2016(#1)

Box description: Item #1 - Outdoor Freezer <Rev. #1>

Dimensions:

External (O.D.): 19' 3" x 13' 6" x 8' 7" - w x d x h
Internal (I.D.): 18' 7" x 12' 10" x 7' 10" - w x d x h
Volume: 1888 ft³

Finishes

Walls: Acrylume/Embossed - 26 Ga. - interior & exterior
Floors: Galvanized/Smooth - 14 Ga. - Interior
Acrylume/Embossed - 26 Ga. - exterior
Ceilings: Acrylume/Embossed - 26 Ga. - interior & exterior

Panel Thickness

Walls: 4" UL Class 1 and FM 4880 Certified Foam
Floors: 4" UL Class 1 and FM 4880 Certified Foam pallet floor 5000 lb/ft² equally distributed with .125 aluminum diamond treadplate overlay (single layer of underlayment in floor)
Ceilings: 5" UL Class 1 and FM 4880 Certified Foam

Doors

- D01:
- 1 Finished opening 54" x 78" hinged flush freezer door, 4" sill
 - 1 Kick plate: 36" Tread plate (std) - interior and exterior
 - 1 Rain Drip Cap - Mount above Hinged Door (ship loose)
 - 1 Tamper Proof Screws (Door Hardware)
 - 1 Door- Flush Mount
 - 1 Heated Jamb (4 Sided) W/ Threshold
 - 1 Door Closer-Kason 1094 SureClose™ Hydraulic (Concealed mounting)
 - 1 Temp - 1967-2 Light Switch / LED Display (TR) Pre-wired
 - 1 Gasket- Magnetic
 - 1 Light- 1806 120v Vapor-Proof Compact Fluorescent- Mounted to Jamb

Qty	Description	Qty	Description
Accessories			
1	Factory Mutual (Part # 613)	3	Light- (120v) LED 30 watt Vapor-Proof Fixture (4") - (bulbs included in price)
36	Lock Wall Panels to Ceiling Panels (Factory Ceiling Caps - Standard)	32	Lock Wall Panels to Floor Panels
1	Vent - 115v Narrow Jamb Heated Pressure Relief Port (Kason 1825)	326	Roof Cap: Duro-Last Flat Membrane - Free Standing - Freight allowed
1	Custom Internal Ramp 54" - Freight allowed	1	FM4880 batten strips at all panel connection - field applied
Miscellaneous			
1	Refrigeration has a quantity of 2 units each; cannot be shown on drawing	1	Thermometer and Pressure Relief Port in Door Frame

Quote

03/28/2016

Project:
Maryvile Treatment Center

From:
CARE Sales & Service
DAVID BOECKMAN
PO Box 2005
588 Keystone Ind. Pk. Dr.
Camdenton, MO 65020-1994
(573)346-2912
(573)346-2912 (Contact)

Job Reference Number: 1295

Item	Qty	Description	Sell	Sell Total
1	1 ea	WALK IN COOLER, MODULAR, REMOTE ThermalRite Model No. WALK IN COOLER Walk In Cooler per spec.	\$11,811.94	\$11,811.94
			Freight: \$950.00	\$950.00
			ITEM TOTAL:	\$12,761.94
2	1 ea	REMOTE CONDENSER UNIT Heatcraft Refrigeration Products Model No. LHTD15X6CFMT Medium Temp outdoor remote refrigeration system, complete with 5 year warranty	\$3,622.55	\$3,622.55
3	1 ea	INSTALLATION Custom Model No. INSTALL Install to include set up of panels, Hook up of refrigeration system and electrical. Start up and testing.	\$7,200.00	\$7,200.00
			Total	\$23,584.49

Acceptance: _____ Date: _____
Printed Name: _____

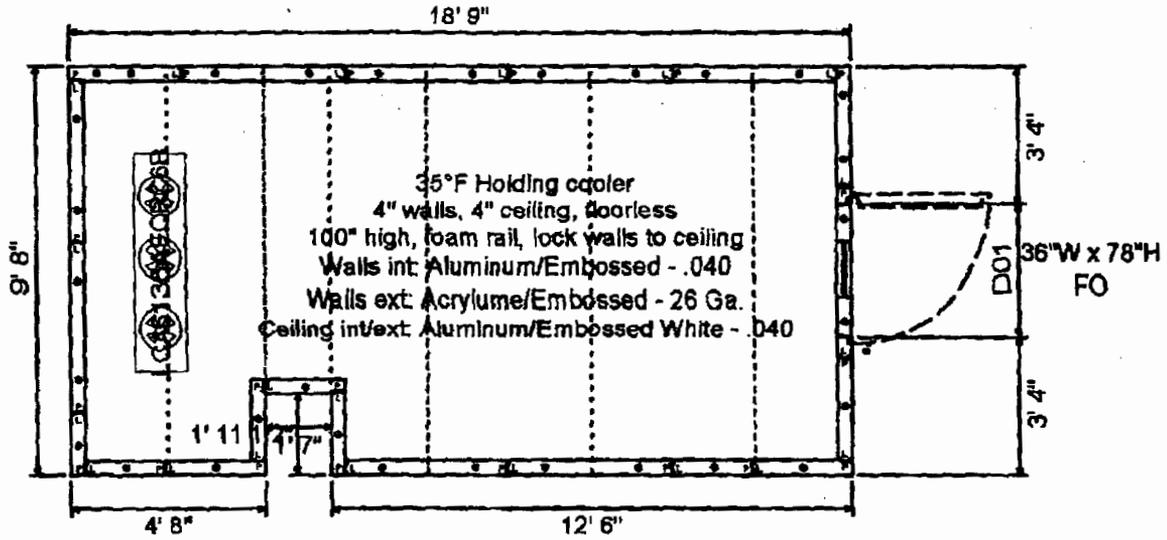
CARE SALES & SERVICE

Quotation

Quote #: 246029
Quote Date: 03/10/2016
Revision: 03/10/2016(#0)



Box description: Item #2 - Indoor Cooler



- Approved as submitted
- NOT APPROVED - Revise and resubmit for approval

Before signing this document, verify that the content you are signing is correct.

X

Accepted By: _____

Date: _____

CARE SALES & SERVICE

Quotation



Quote #: 246029
 Quote Date: 03/10/2016
 Revision: 03/10/2016(#0)

Box description: Item #2 - Indoor Cooler
Dimensions:
 External (O.D.): 18' 9" x 9' 8" x 8' 4" - w x d x h
 Internal (I.D.): 18' 1" x 9' 0" x 8' 0" - w x d x h
 Volume: 1302 ft³

Finishes:
 Walls: Aluminum/Embossed - .040 - interior
 Acrylume/Embossed - 26 Ga. - exterior
 Ceilings: Aluminum/Embossed White - .040 - interior & exterior

Panel Thickness:
 Walls: 4" UL Class 1 and FM 4880 Certified Foam
 Ceilings: 4" UL Class 1 and FM 4880 Certified Foam

- Doors:**
 D01:
- 1 Finished opening 36" x 78" hinged flush cooler door
 - 1 Viewport- 120v Heated 14"x14"
 - 1 Kick plate: 36" Tread brite (std) - interior and exterior
 - 1 Tamper Proof Screws (Door Hardware)
 - 1 Light- 1806LED000 (120v) Fixture(Mtd to Jamb) and Optic Globe (Ship Loose)
 - 1 Door- Flush Mount
 - 1 Door Closer-Kason 1094 SureClose™ Hydraulic (Concealed mounting)
 - 1 Temp - 1987-2 light switch / LED display (TR)
 - 1 Gasket- Magnetic

Qty	Description	Qty	Description
	Accessories		
1	Factory Mutual (Part # 613)	57	Screed -Non-Lockable - Vinyl (U-Shaped)
2	Light- (120v) LED 30 watt Vapor-Proof Fixture (4) - (bulbs included in price)	31	Lock Wall Panels to Ceiling Panels (Factory Ceiling Caps - Standard)
1	FM4880 batten strips at all panel connection - field applied		

- Refrigeration**
- **Condensing Unit for Holding cooler**
 - Manufacturer: Heatcraft
 - Description: Med Temp R404A Air Cooled Hermetic Remote Outdoor Condensing Unit with microchannel condenser
 - Model: MOH015X62CFM
 - Horsepower: 1.5hp
 - Extras: Drier, Sight glass and Shutoff valve installed
 - Electrical: 208-230/1/80, RLA 9.8, MOPD 20, MCA 15
 - Conditions: BTUH: 13262 Room Temp: 35°F Ambient: 100°F
 - Warranty: Compressor-motor warranty extended to 5-years, parts only, no labor
 - **1 x Evaporator (Unit cooler)**
 - Manufacturer: Heatcraft
 - Description: Air defrost Low profile coil (unit cooler) 115/1/80 with EC fan motors coil
 - Model: LCAG135AEQRC68
 - Extras: with expansion valve solenoid and thermostat mounted ECM fan motors
 - Electrical: 115/1/80, Fan amps 2.9, Defrost amps N/A

- Disclosure:**
- All quotations and order shall be subject to thermalrite, division of Crown Fixtures, Inc. standard terms and conditions notwithstanding any additional or contrary terms and conditions of Buyer. Such additional or contrary terms shall not bind Crown Fixtures unless accepted in writing even though such terms do not materially alter the terms hereof. No oral statements, warranties, stipulations, representations or terms shall have binding effect or be any part of the contract whatsoever. All orders must be in writing and will be binding when our order acknowledgement is mailed, faxed or emailed. If customer does not have a copy of these terms and conditions, please contact the customer service department.
 - Price quotations are valid for 30 days from quote date shown on printout.
 - Terms: subject to credit approval.
 - Quoted price DOES NOT include any applicable sales tax. Ask your customer service representative for a list of states in which sales tax is collected. If item is resale, a copy of your resale exemption certificate must be on file with thermalrite prior to shipping, otherwise sales tax may be charged.
 - All shipments to IA are subject to use tax per the Iowa code. Resale certificates do not apply.
 - Lead Times vary depending on the production schedule. Please consult you customer service representative for an actual lead-time.
 - Structural or seismic calculations and materials are not included unless shown on quote or requested.

We hope this quotation meets with your approval and if we can be of further assistance please do not hesitate to contact your customer service representative. Thank you for the opportunity to submit this quotation.
 Please include the quotation reference number with all enquires pertaining to this document.
 Sincerely,
 Customer Service Department