



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

**RETURN AMENDMENT TO:**

Sam Hammond  
Samuel.Hammond@doc.mo.gov  
573-526-6590  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
1/14/2015	Ray O'Harron Co., Inc. PO Box 1070 Danville, IL 61834-1070	Amendment 002 Y1370911402	Tactical Equipment For Various Institutions

**CONTRACT Y13709114 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.2 on page 2 of IFB 13709114, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 1, 2015 through February 28, 2016.

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

Return of this amendment by the contractor is not required.

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

**Dave Dormire, Director - Division of Adult Institutions**

1/26/15

**Date**



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

John Hall, CPPB  
John.Hall@doc.mo.gov  
(573) 526-6494 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
02/10/14	Ray O'Herron Co., Inc. PO Box 1070 Danville, IL 61834-1070	Y13709114002 Amendment #1	Tactical Equipment for Various Institutions

**CONTRACT Y13709114 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.2 on page 2 of IFB 13709114, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 1, 2014 through February 28, 2015.

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

Return of this amendment by the contractor is not required.

\*\*\*\*\*

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

2/13/14

Dave Dormire, Director, Division of Adult Institutions

Date

# INVITATION FOR BID



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

**Buyer of Record:**  
**John Hall, CPPB**  
**Procurement Officer II**  
**Telephone: (573) 526-6494**  
**john.hall@doc.mo.gov**

# Amendment 1 IFB 13709114

**Tactical Equipment**

**FOR**

**Department of Corrections  
Various Institutions**

**Contract Period: 03/02/13 through 02/28/14**

**Date of Issue: 12/18/12**

**Page 1 of 29**

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

**2:00 p.m., Thursday, January 10, 2013**

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

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

Company Name: Ray O'Herron Co., Inc.  
Mailing Address: P.O. Box 1070  
City, State, Zip: Danville, IL 61834-1070  
Telephone: 800-223-2097 Fax: 888-223-3235  
Federal EIN #: 37-0916018 State Vendor #: 37091601802  
Email: rayoherron@oherron.com

Authorized Signer's Printed Name and Title: Ray O'Herron, President

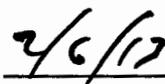
Authorized Signature:  Bid Date: 1-8-13

## NOTICE OF AWARD:

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

  
Dave Dormire, Director, Division of Adult Institutions

Contract No. Y13709114002 - LINE ITEMS: 002, 005, 006,  
007, 008, 014, 017, 018, AND 019

  
Date

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

# NOTICE TO BUSINESS MANAGERS

This contract is only for the items specified below.  
For other line items, please use Y13709114001.

Line #	Description	Original Contract Price
002	Black Leather Search Gloves	\$39.00
005	Battle Dress Uniform (BDU) Belt	\$6.25
006	Oversized Hinged Handcuffs	\$29.50
007	Covered Single Handcuff Case	\$13.75
008	Dynamic Entry Tool Backpack Kit	\$415.00
014	Flashlight C-Cell Halogen Non-Rechargeable	\$17.00
017	Tactical Helmet with Cover	\$210.00
018	Duty Boot with 8" Side Zipper, Mens	\$72.00
019	Duty Boot with 8" Size Zipper, Womens	\$72.00

Amendment 1 revises the line item numbers specified on Exhibit A, Pricing Page. The revised Exhibit A, Pricing Page is attached.

**EXHIBIT A, Pricing Page**

The bidder has the option of bidding one, some or all line items. The bidder shall conform to the specifications contained herein. In addition to the specifications contained herein, the products shall be equipped with all standard equipment for the model specified. **All prices quoted shall be considered firm and fixed. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.**

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
001 – Tactical Team Bag	20	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Dimensions: Approximately 36" L x 11" W x 16" H (+/- 2% variance)			
Carrying handles on the top and both ends			
Mesh inner liner			
Velcro straps to secure baton			
Waterproof bottom			
Material: 900 denier polyester			
Color: Black			
Brand Reference: Galls BG135 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
002 – Black Leather Search Gloves	100	PR	\$ \$39.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Cut Resistant			
Sizes: XS through XXXL			
Brand Reference: Turtle Skin Duty Gloves or equivalent		Warwick Mills - Turtleskin Bravo	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
003 – Side Handle Expandable Baton	50	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Constructed of precision engineered aluminum			
Positive lock keeps baton extended			
Push button release			
Knurl grip			
Shaft: 1 1/4" diameter polycarbonate			
Color: Black			
Weight: 24 oz.			
Brand Reference: Monadnock PR-24 XTS or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
004 – Baton Holder	50	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
360 degree rotation			
Locking positions: 8			
Brand Reference: Monadnock PC-H Baton Holder PR-24 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
005 – Battle Dress Uniform (BDU) Belt	100	EA	\$ 6.25
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Nylon webbing			
Hook and loop fastener			
Non-corrosive metal with black matte finish			
1 ½” wide			
Color: Black			
Sizes: S - XXXL			
Brand Reference: Tru-Spec #4114 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
006 – Oversize Hinged Handcuffs	50	EA	\$ 29.50
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Open 25% larger and close 24% smaller			
Push pin double locking system			
Three plate construction			
Forged center hinge and no exposed rivets			
Satin nickel finish			
Brand Reference: Smith & Wesson Model #300 or equivalent		#300 is standard size - Model 300 is 350138	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
007 – Covered Single Handcuff Case	50	EA	\$ 13.75
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Hook/Loop and hidden snap closure			
AccuMold tri-laminate construction with ballistic weave exterior and Coptex lining			
Dual web belt loop to accommodate 2” or 2 ¼” belts			
Color: Black			

Brand Reference: Bianchi #7300 Size #03 or equivalent

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
008 - Dynamic Entry Tool Backpack Kit	10	EA	\$ 415.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
DE-13M Boltmaster Bolt Cutter 24" length, jaw opening 3/8", weight 5.75 lbs.			
DE-TM Thundermaul (chopping/cutting maul) which features a drop-forged heat treated carbon steel striking with a nick-resistant tempered blade, sure-grip non-conductive polymer handle, 21 1/2" length, weight 7.5 lbs.			
DE-SOHT Special Operations Hallagan Tool which features non-sparking fork/horn and an electrically non-conductive handle			
Brand Reference: Blackhawk DE-TBK or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
009 - Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: M			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
010 - Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: L			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
011 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
012 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XXL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
013 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XXXL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
014 – Flashlight C-Cell Halogen Non-Rechargeable	50	EA	\$ 17.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Number of batteries: 3			
Color: Black			
Body: Aircraft aluminum			
Anodized for corrosion resistance			
Beam: Spot to flood			

Spare bulb in tail	
Sealed self-cleaning switch	
O-ring seals	
Shock resistant lens	
Brand Reference: Mag-Lite S3C016 or equivalent	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
015 – Tactical Gas Mask	20	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unobstructed field of view			
Scratch-resistant polycarbonate distortion-free lens			
Three position canister mounting (right/left/center)			
Soft silicone face piece			
DIN threaded 40 mm connectors			
Five strap silicone head harness			
Color: Black			
Shock resistant lens			
Brand Reference: Defense Technology Survivair Opt-Fit or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
016 – Gas Mask Pouch	20	EA	\$ No Bid
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Cordura nylon pouch			
Felt lining in main pouch			
Two outside pockets with Velcro closures to store canister and shot			
Removable belt strap and drop leg strap			
D-rings at bottom of each pocket			
Overall size: Approximately 11" H x 4" W x 5" D (variance of +/- 1%)			
Pocket size: Approximately 5" H x 4" W x 2" D (variance of +/- 1%)			
Color: Black			
Brand Reference: Galls 8U-TE210 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
017 – Tactical Helmet with Cover	20	EA	\$ 210.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Ballistic Level IIIA PASGT			
Comfort retention system with an integrated visor and flared sides that will accept double canister gas mask, communications, and goggles			
Sizes: 6 1/2" to 8 1/4"			

Helmet Color: Black	
Cover for Helmet: Urban subdued digital pattern	
Brand Reference: Max Pro Police BA-3AC or equivalent	BA-3AC does not include cover

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
018 – Duty Boot with 8” Side Zipper	25	PR	\$ 72.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Sizes: Men’s sizes 8 through 15, medium to extra wide widths		Bates Ultra Lites Model 2261	
Color: Black			
Brand Reference: Bates Ultra-Lites or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
019 – Duty Boot with 8” Side Zipper	25	PR	\$ 72.00
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Sizes: Women’s sizes 5 through 10, medium widths			
Color: Black			
Brand Reference: Bates Ultra-Lites or equivalent		Bates Ultra-Lites Model 2700	

**Renewal Option Pricing** - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the Department shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year’s price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + ____%	or	Original Price - ____%
Second Renewal Period	Original Price + ____%	or	Original Price - ____%

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~

**Delivery:**

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



# INVITATION FOR BID



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

Buyer of Record:  
John Hall, CPPB  
Procurement Officer II  
Telephone: (573) 526-6494  
[john.hall@doc.mo.gov](mailto:john.hall@doc.mo.gov)

# IFB 13709114

Tactical Equipment

FOR

Department of Corrections  
Various Institutions

Contract Period: 03/02/13 through 02/28/14

Date of Issue: 12/14/12  
Page 1 of 29

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

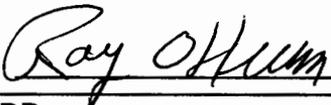
**2:00 p.m., Thursday, January 10, 2013**

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

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

Company Name: Ray O'Herron Co., Inc.  
Mailing Address: P.O. Box 1070  
City, State, Zip: Danville, IL 61834-1070  
Telephone: 800-223-2097 Fax: 888-223-3235  
Federal EIN #: 37-0916018 State Vendor #: 37091601802  
Email: rayoherron@oherron.com

Authorized Signer's Printed Name and Title: Ray O'Herron, President

Authorized Signature:  Bid Date: 1-8-13

## NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Dave Dormire, Director, Division of Adult Institutions

\_\_\_\_\_  
Date

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

## **1. INTRODUCTION**

### **1.1 Purpose:**

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for Tactical Equipment for various locations (see Attachment 1) as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Pages
- 5) Exhibits A - D
- 6) Attachment 1
- 7) Terms and Conditions

1.1.3 This bid is for purchase and delivery only and does not include any labor or installation.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

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

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 Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **2.2 Contract Period:**

2.2.1 The original contract period shall be March 2, 2013 through February 28, 2012. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during renewal periods.

2.2.2 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

### 2.3 Termination:

2.3.1 The Department reserves the right to terminate the contract at any time, for the convenience of the Department, 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 Department pursuant to the contract prior to the effective date of termination.

### 2.4 Price:

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

### 2.5 Payment Terms:

2.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based upon final delivery, inspection, and acceptance of items/services.

2.5.2 The contractor shall accurately invoice per the price indicated on EXHIBIT A, Pricing Page. Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line

2.5.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on EXHIBIT A, Pricing Page, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov) or mailed to:

Missouri Department of Corrections  
Fiscal Management Unit  
P.O. Box 236  
Jefferson City MO 65102

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

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

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

## 2.6 Subcontractors:

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

## 2.7 Contractor Liability:

2.7.1 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 Department, 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 Department, 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.

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

## 2.8 Estimated Quantities:

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

## 3. PERFORMANCE REQUIREMENTS

### 3.1 General:

3.1.1 The contractor shall provide Tactical Equipment on an as needed, if needed basis as ordered by the Department. The contractors must comply with all mandatory requirements and specifications presented herein pertaining to the provision of Tactical Equipment.

**3.2 Substitutions:**

3.2.1 Following award of the contract, no substitution of the awarded item will be permitted except in the case of natural disaster, item discontinuation, or the inability of a manufacturer to ship. The contractor must provide documentation from the manufacturer to substantiate the occurrence of any of these aforementioned situations.

- a. If the awarded item cannot be provided per the above, the contractor must provide a substitution to replace the awarded item that meets or exceeds the specifications of the item that was originally awarded.

**3.3 Replacement of Damaged Products:**

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

**3.4 Delivery Performance:**

3.4.1 Upon receipt of an authorized purchase order, the contractor shall deliver the items within thirty (30) days. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.

3.4.2 The contractor must contact the receiving institution a minimum of one (1) business day prior to delivery to ensure that personnel will be available at time of delivery.

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

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

**3.5 Specifications:**

3.5.1 The item(s) provided under the contract shall conform to all mandatory specifications, terms, conditions, and requirements as stated herein. The required specifications are listed on EXHIBIT A, Pricing Page.

**3.6 Warranty Requirements:**

3.6.1 The contractor shall provide, at a minimum, the standard manufacturer's warranty.

**4. BIDDER'S INSTRUCTIONS**

**4.1 Contact:**

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

**4.2 Prices:**

- 4.2.1 The bidder shall submit firm fixed prices for one, some, or all items on EXHIBIT A, Pricing Page. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

**4.3 Unit of Measure:**

- 4.3.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Procurement Officer.
- 4.3.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Procurement Officer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.

**4.4 Description of Product:**

- 4.4.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to ensure 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.

**4.5 Preprinted Marketing Materials:**

- 4.5.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.
- 4.5.2 It is the bidder'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 bidder should provide detailed information to assure that the product meets the Department's mandatory requirements. In the event this information is not submitted with the bid, the Procurement Officer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

**4.6 Bid Detail Requirements and Deviations:**

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

4.6.2 Bidders should note that a descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

#### **4.7 Open Competition:**

4.7.1 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.

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

#### **4.8 Business Compliance:**

4.8.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

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

#### **4.9 Compliance with Terms and Conditions:**

4.9.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that, in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

#### **4.10 Evaluation and Award Process:**

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

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
  - ✓ Participation Commitment - The bidder must complete **Exhibit B**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit C**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit C, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
  - c. The websites for the Missouri Lighthouse for the Blind and the Alhphointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
  - d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit B, Participation Commitment, shall be interpreted as a contractual requirement.
- 4.10.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit D, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit D and the documentation specified on Exhibit D in accordance with the instructions provided therein, no preference points will be applied.

4.10.3 Determination of Lowest Priced Bidder including Consideration of Preferences - The bidder with the most points after completing the cost evaluation and determining bonus points as specified below is considered the lowest bidder.

- a. Objective Evaluation of Cost – A line item by line item cost evaluation shall be conducted. The quoted firm, fixed price for each line item on the Pricing Page shall be multiplied by the estimated quantity shown for that line item. The evaluation of cost will include the original and any potential renewal periods.

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 + \text{earned preference points} = \text{Cost evaluation points}$$

4.10.4 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award

4.10.5 Determination of Responsibility and Reliability - The Department shall determine the responsibility and reliability of the lowest responsive bidder.

- a. The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offer.
- b. If the lowest responsive bidder is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.

4.10.6 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable bidder determined as specified herein.

**EXHIBIT A, Pricing Page**

The bidder has the option of bidding one, some or all line items. The bidder shall conform to the specifications contained herein. In addition to the specifications contained herein, the products shall be equipped with all standard equipment for the model specified. **All prices quoted shall be considered firm and fixed. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.**

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
001 – Tactical Team Bag	20	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Dimensions: Approximately 36" L x 11" W x 16" H (+/- 2% variance)			
Carrying handles on the top and both ends			
Mesh inner liner			
Velcro straps to secure baton			
Waterproof bottom			
Material: 900 denier polyester			
Color: Black			
Brand Reference: Galls BG135 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
002 – Black Leather Search Gloves	100	PR	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Cut Resistant			
Sizes: XS through XXXL			
Brand Reference: Turtle Skin Duty Gloves or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
002 – Side Handle Expandable Baton	50	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Constructed of precision engineered aluminum			
Positive lock keeps baton extended			
Push button release			
Knurl grip			
Shaft: 1 1/4" diameter polycarbonate			
Color: Black			
Weight: 24 oz.			
Brand Reference: Monadnock PR-24 XTS or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
003 – Baton Holder	50	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
360 degree rotation			
Locking positions: 8			
Brand Reference: Monadnock PC-H Baton Holder PR-24 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
004 – Battle Dress Uniform (BDU) Belt	100	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Nylon webbing			
Hook and loop fastener			
Non-corrosive metal with black matte finish			
1 ½” wide			
Color: Black			
Sizes: S - XXXL			
Brand Reference: Tru-Spec #4114 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
005 – Oversize Hinged Handcuffs	50	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Open 25% larger and close 24% smaller			
Push pin double locking system			
Three plate construction			
Forged center hinge and no exposed rivets			
Satin nickel finish			
Brand Reference: Smith & Wesson Model #300 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
006 – Covered Single Handcuff Case	50	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Hook/Loop and hidden snap closure			
AccuMold tri-laminate construction with ballistic weave exterior and Coptex lining			
Dual web belt loop to accommodate 2” or 2 ¼” belts			
Color: Black			

Brand Reference: Bianchi #7300 Size #03 or equivalent

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
007 - Dynamic Entry Tool Backpack Kit	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
DE-13M Boltmaster Bolt Cutter 24" length, jaw opening 3/8", weight 5.75 lbs.			
DE-TM Thunder Maul (chopping/cutting maul) which features a drop-forged heat treated carbon steel striking with a nick-resistant tempered blade, sure-grip non-conductive polymer handle, 21 1/2" length, weight 7.5 lbs.			
DE-SOHT Special Operations Hallagan Tool which features non-sparking fork/horn and an electrically non-conductive handle			
Brand Reference: Blackhawk DE-TBK or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
008 - Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: M			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
009 - Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: L			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
010 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
011 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XXL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
012 – Black Acadia Rain Suite (Jacket/Pants)	10	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unisex			
20 mm PVC/Nylon			
No liner			
Size: XXXL			
Brand Reference: Galls RW049 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
013 – Flashlight C-Cell Halogen Non-Rechargeable	50	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Number of batteries: 3			
Color: Black			
Body: Aircraft aluminum			
Anodized for corrosion resistance			
Beam: Spot to flood			

Spare bulb in tail	
Sealed self-cleaning switch	
O-ring seals	
Shock resistant lens	
Brand Reference: Mag-Lite S3C016 or equivalent	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
014 – Tactical Gas Mask	20	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Unobstructed field of view			
Scratch-resistant polycarbonate distortion-free lens			
Three position canister mounting (right/left/center)			
Soft silicone face piece			
DIN threaded 40 mm connectors			
Five strap silicone head harness			
Color: Black			
Shock resistant lens			
Brand Reference: Defense Technology Survivair Opt-Fit or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
015 – Gas Mask Pouch	20	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Cordura nylon pouch			
Felt lining in main pouch			
Two outside pockets with Velcro closures to store canister and shot			
Removable belt strap and drop leg strap			
D-rings at bottom of each pocket			
Overall size: Approximately 11” H x 4” W x 5” D (variance of +/- 1%)			
Pocket size: Approximately 5” H x 4” W x 2” D (variance of +/- 1%)			
Color: Black			
Brand Reference: Galls 8U-TE210 or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
016 – Tactical Helmet with Cover	20	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Ballistic Level IIIA PASGT			
Comfort retention system with an integrated visor and flared sides that will accept double canister gas mask, communications, and goggles			
Sizes: 6 1/2” to 8 1/4”			

Helmet Color: Black	
Cover for Helmet: Urban subdued digital pattern	
Brand Reference: Max Pro Police BA-3AC or equivalent	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
017 – Duty Boot with 8” Side Zipper	25	PR	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Sizes: Men’s sizes 8 through 15, medium to extra wide widths			
Color: Black			
Brand Reference: Bates Ultra-Lites or equivalent			

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
018 – Duty Boot with 8” Side Zipper	25	PR	\$
MANDATORY SPECIFICATIONS		BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION	
Sizes: Women’s sizes 5 through 10, medium widths			
Color: Black			
Brand Reference: Bates Ultra-Lites or equivalent			

**Renewal Option Pricing** - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the Department shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year’s price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~

**Delivery:**

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

**Warranty:**

A manufacturer standard warranty shall be provided. The bidder should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the Department.

Warranty on Parts: \_\_\_\_\_ Warranty on Labor: \_\_\_\_\_

**Details About Payment Terms:**

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

\_\_\_\_\_ % discount off total invoice price if paid within \_\_\_\_\_ calendar days of the Department's receipt of invoice.

Check here if the state purchasing card (Visa) is acceptable as a method of payment: \_\_\_\_\_ Yes, acceptable.

**Employee Bidding/Conflict of Interest:**

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: \_\_\_\_\_

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 bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: \_\_\_\_\_ %

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

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT B**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
<b>Line Item 001</b>	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
<b>Line Item 002</b>	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

**EXHIBIT C**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ 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: \_\_\_\_\_

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

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

**Authorized Signature:**

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

\_\_\_\_\_  
*Date (Dated no  
earlier than the IFB  
issuance date)*

**EXHIBIT D**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

**DEFINITIONS:**

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

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

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

**STANDARDS:**

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

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

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



**ATTACHMENT 1**

UPON REQUEST BY THE DEPARTMENT, DELIVERIES SHALL BE MADE TO THE FOLLOWING LOCATIONS:

**ALGOA CORRECTIONAL CENTER**8501 No More Victims  
Jefferson City, MO 65101**BOONVILLE CORRECTIONAL CENTER**1216 East Morgan Street  
Boonville, MO 65233**CHILLICOTHE CORRECTIONAL CENTER**3151 Litton Road  
Chillicothe, MO 64601**CREMER THERAPEUTIC CENTER**689 Highway O  
Fulton, MO 65251**CROSSROADS CORRECTIONAL CENTER**1115 East Pence Road  
Cameron, MO 64429**EASTERN RECEPTION, DIAGNOSTIC, AND  
CORRECTIONAL CENTER**2727 Highway K  
Bonne Terre, MO 63628**FARMINGTON CORRECTIONAL CENTER**1012 West Columbia  
Farmington, MO 63640**FULTON RECEPTION AND DIAGNOSTIC  
CENTER**1393 Highway O, PO Box 190  
Fulton, MO 65251**JEFFERSON CITY CORRECTIONAL CENTER**8416 No More Victims  
Jefferson City, MO 65251**KANSAS CITY COMMUNITY RELEASE CENTER**651 Mulberry  
Kansas City, MO 64101**MARYVILLE TREATMENT CENTER**30227 US Highway 136  
Maryville, MO 64468**MOBERLY CORRECTIONAL CENTER**5201 South Morley  
Moberly, MO 65270**MISSOURI EASTERN CORRECTIONAL CENTER**18701 Old Highway 66  
Pacific, MO 63069**NORTHEAST CORRECTIONAL CENTER**13698 Airport Road  
Bowling Green, MO 63334**OZARK CORRECTIONAL CENTER**929 Honor Camp Lane  
Fordland, MO 65652**POTOSI CORRECTIONAL CENTER**11593 State Highway O  
Mineral Point, MO 63660**SOUTH CENTRAL CORRECTIONAL CENTER**255 West Highway 32  
Licking, MO 65542**SOUTHEASTERN CORRECTIONAL CENTER**300 East Pedro Simmons Drive  
Charleston, MO 63834**ST. LOUIS COMMUNITY RELEASE CENTER**1621 North First  
St. Louis, MO 63102**TIPTON CORRECTIONAL CENTER**619 North Osage Avenue  
Tipton, MO 65081**WESTERN MISSOURI CORRECTIONAL CENTER**609 East Pence Road  
Cameron, MO 64429**WESTERN RECEPTION, DIAGNOSTIC, AND  
CORRECTIONAL CENTER**3401 Faraon Street  
St. Joseph, MO 64506**WOMEN'S EASTERN RECEPTION, DIAGNOSTIC,  
AND CORRECTIONAL CENTER**1101 East Highway 54, PO Box 300  
Vandalia, MO 63382

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

### 3. PROCUREMENT AUTHORITY AND CONTRACT ADMINISTRATION

- a. The Office of Administration has issued a delegation of authority to the Department that enables the Department to develop, evaluate, and award contracts with a value up to \$24,999.99.
- b. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- c. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

### 4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

### 5. PREPARATION OF BIDS

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

- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

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

## 7. BID OPENING

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

## 8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

## 9. EVALUATION/AWARD

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

## 10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

## 11. 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.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

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

## **13. INSPECTION AND ACCEPTANCE**

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

## **14. WARRANTY**

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

## **15. CONFLICT OF INTEREST**

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

**16. CONTRACTOR STATUS**

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

**17. REMEDIES AND RIGHTS**

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

**18. SEVERABILITY**

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

**19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

**20. TERMINATION OF CONTRACT**

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

**21. ASSIGNMENT OF CONTRACT**

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

**22. FORCE MAJEURE**

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

**23. CONTRACT EXTENSION**

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

**24. COMMUNICATIONS AND NOTICES**

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

**25. INSURANCE**

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

**26. BANKRUPTCY OR INSOLVENCY**

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

**27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

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

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

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

**29. AMERICANS WITH DISABILITIES ACT**

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

**30. FILING AND PAYMENT OF TAXES**

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

**31. TITLES**

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

Revised 06-20-08  
Revised 3-1-11  
Revised 12-12-11  
Revised 02-24-12

Urgent

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JEFFERSON CITY MO 65109

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WEIGHT	WEIGHT	DIMENSIONAL WEIGHT	LARGE PACKAGE <input type="checkbox"/>	SHIPPER RELEASE <input type="checkbox"/>
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- DOCUMENTS ONLY
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