

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:
Lisa Graham
Procurement Specialist
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Lisa.Graham@doc.mo.gov

IFB: DOC-0000000052-SL

ER234R6031 – Du-Rag
For Resale in Offender Canteens
Various Locations

Contract Period:
Date of Award through May 6, 2027

Date of Issue: May 25, 2026
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Bids Must Be Received No Later Than:

2:00 p.m., Thursday, June 18, 2026

Bids MUST be submitted electronically through MissouriBUYS [State of Missouri Bid Board - Bid Opportunities MOVERS](#) | [MissouriBUYS Statewide eProcurement System](#)

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the Vendor and the Department of Corrections. The authorized signer of this document certifies the Vendor (named below) and each if its principles are not suspended or debarred by the federal government.

Company Name: _____

Remittance Address: _____

City, State Zip: _____

Telephone: _____ **Fax:** _____

Supplier System ID # _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ **Bid Date** _____

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

ATTENTION:

1. After reviewing the Invitation for Bid (IFB), the vendor must complete and return the **Cover Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the IFB’s Vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in a **“Pending” or “Approved” registration status to submit a bid in MissouriBUYS, Powered by Movers.** The vendor must achieve **“Approved” registration status in MissouriBUYS, Powered by Movers to be considered for a contract award.** (Reference Section 5 of the bid.)

IFB Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
	Attachment 1	Various Location Facilities and Addresses
IFB Vendor Response Exhibits (Return these exhibits with the Bid)	Exhibit A	Bid Submittal Checklist
	Exhibit B	Pricing Pages
	Exhibit C	Domestic Products Procurement Act (Buy American) Preference
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit G	State of Missouri Tax Compliance
	Exhibit H	Registration of Business Name with the Missouri Secretary of State
	Exhibit I	Anti-Discrimination Against Israel Act Certification
	Exhibit J	Employee/Conflict of Interest

INTRODUCTION AND BACKGROUND INFORMATION SECTION**1.1 Introduction:**

- 1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective Vendors to establish a contract for the purchase of Du-rags for the Missouri Department of Corrections Various Locations (hereinafter referred to as the “Department”) for resale in the offender canteens in nineteen (19) correctional institutions, in accordance with the requirements and provisions stated herein.

1.2 Background and Historical Usage Information:

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

1.3 Current or Previous Contract Information:

- 1.3.1 The du-rags are part of a multi contract group and is being rebid due to vendor inability to provide the current product. This contract will coincide with the other hygiene and personal care contracts we currently have, ER234R4011A-ER234R4011F, with the second renewals running from May 7, 2026 through May 6, 2027. This solicitation for bid will be a one-year contract with the option of one (1) renewal.

- 1.3.2 The estimated population for all correctional institutions is 25,129.

- 1.3.3 The estimated annual sales for the du-rags is \$2,940.00. The estimated annual case usage for this item is listed on **EXHIBIT B, Pricing Page**.

1.4 IFB Questions:

- 1.4.1 The Buyer is the Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer indicated on the first page of this IFB. It is preferred that questions be emailed to the buyer of record listed on the front page, Lisa.graham@doc.mo.gov

- a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

- 1.4.2 Vendor is Responsible for Asking Questions About the IFB: It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a Bid.

- 1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to

the Bid end date and time of the Bids. If not received prior to ten (10) calendar days before the Bid end date and time, the Department may not be able to fully research and consider the respective questions or issues.

- 1.4.4 Departments Response to Vendor Questions: Upon the Departments consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB addendum. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 NOTE: The only official position of the Department shall be that which is contained in the IFB and any addendums thereto.

1.5 Addendums:

- 1.5.1 If the Department determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s) prior to the Bid end date and time.

1.6 Glossary of Terms and Acronyms:

- 1.6.1 Whenever the following terms and acronyms appear in the IFB document or any addendum thereto, the definitions or meanings described below shall apply.

1.6.2 General Glossary, Acronyms, and Abbreviations:

- a. **Department** means the Department of Corrections for which the equipment, supplies, and/or services are being purchased by. The Department is also responsible for payment, unless otherwise specified herein.
- b. **Addendum** means a written, official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Buyer** means the procurement staff member of Purchasing.
- f. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- 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 supplier, offeror, person, or organization who is a successful vendor 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 vendor to complete and submit with their Bid prior to the specified end date and time.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition.
- l. **Party** refers to either the Department of Corrections or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- m. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the Bid prior to the specified Bid end date and time.
- n. **Bid Target Date and Time** and similar expressions mean the deadline required by the IFB for the receipt of sealed bids.
- o. **Purchase Order** means the authorized document issued by the Department to the Vendor indicating descriptions, quantities, and agreed prices for products and/or services.
- p. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri/Department of Correction.

- q. **Invitation for Bid (IFB)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the IFB); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the IFB Vendor Response Exhibits, Attachments, and Addendums of the IFB.
- r. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- s. **Shall** has the same meaning as the word must.
- t. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- u. **Department** collectively referring to the Department of Corrections and/or the locations thereof.
- v. **Vendor** means the supplier, offeror, 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.

1.7 Accuracy of Background Information:

- 1.7.1 Although an attempt has been made to provide accurate and up-to-date information, the Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION

2.1 Specifications:

- 2.1.1 The contractor shall provide the item on an as needed when needed basis as ordered by the institutions. The item provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Any item not conforming to the requirements stated herein, including approved substitutions shall not be accepted.
- 2.1.2 This item must be for use for men and women.
- 2.1.3 Specifications are listed on **EXHIBIT B, Pricing Page**.
- 2.1.4 The item offered must be of retail quality.
- 2.1.5 **Vendors must be able to provide the product within 10 business days of contract award and have a reliable supplier for the product.**

2.2 Item Labeling, Size and Packaging Requirements:

- 2.2.1 **Labeling** – Because the item is for resale, each item should bear an identifying barcode for individual resale. **At minimum (when applicable) the package should contain the brand of the item and material the item is made of.**
 - a. There shall be no alteration of **national** brand manufacturer's labeling for any item. Manufacturer's bulk packaged items shall not be re-labeled for individual resale. Relabeled items and items that indicate "not for individual resale" are not acceptable.
 - b. Labels or packaging shall not be pre-priced.

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

2.2.2 **Size** – the item should be a “one size fits all”.

2.2.3 **Packaging** – This item shall be individually packaged in clear plastic. There may be several per case or sold by each.

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

2.3 **Minimum Orders:**

2.3.1 There shall be no minimum orders, other than the smallest unit of one case.

2.4 **Estimated Quantities:**

2.4.1 The quantities indicated in this IFB are an estimated cumulative, one year total, based on item sales using historical sales data of the same or similar product. The Department makes no guarantees about single order quantities or total aggregate order quantities.

2.5 **Vendor Sample Assurance:** The Vendor shall agree that the products provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, in the event the Vendor’s product has been sample-tested, the Vendor shall agree that the same product submitted in accordance with Section 5.13 for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract.

2.6 **Substitution of Product or Item Changes:**

2.6.1 **Substitution of Product** - Following award of the contract, no substitution of an awarded item will be permitted except in the case of natural disaster, item discontinuation by the manufacturer or supplier, or the inability of a manufacturer or supplier to ship. The Vendor must provide documentation from the manufacturer or supplier to substantiate the occurrence of any of these aforementioned situations.

2.6.2 The Vendor shall be obligated to obtain a substitution to replace an awarded item that meets or exceeds the specifications of the item that was originally awarded at no additional cost to the Department. Substitutions must be approved in advance by a formal contract amendment.

- a. In order for the product to be considered for substitution, the Vendor must submit samples for testing in accordance with Section 5.13 of the contract. Testing, as indicated in Section 5.13 of the contract, will be conducted on all samples for substitution submitted for consideration.

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

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

- a. If no acceptable substitution is available, the Department may choose to remove the item from the contract and rebid.

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

- a. No changes shall be made on the item awarded to the Vendor without written approval by a formal contract amendment. The Vendor must submit documentation from the manufacturer or supplier to verify any change.
- b. Samples for testing shall be submitted if requested by the Department. All samples requested and submitted will be tested as indicated in Section 5.13 of the contract.
- c. If the item change is not deemed acceptable to the department, the item may be removed from the contract and rebid.

2.7 **Warranties and Representations:**

2.7.1 The Vendor must warrant to the Department that the item furnished under this contract will be of retail quality and new condition. The Vendor shall also guarantee that all products used in the manufacturing of the item shall meet or exceed all applicable industry standards.

2.7.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for the contracted item.

2.8 **Replacement of Damaged/Defective Product:**

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

2.9 **Delivery Requirements:**

2.9.1 The item awarded under this IFB must be available for delivery to all nineteen (19) institutions listed on **ATTACHMENT 1**.

2.9.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. **Initial orders must be made within 10 business days and subsequent orders must be made within five (5) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

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

2.9.4 Deliveries shall be made as requested by the ordering institution. **The contractor must coordinate its delivery schedule with the ordering institution.** Any change in delivery schedule must be approved by the ordering institution a minimum of twenty-four (24) hours in advance prior to the implementation date of such change. Institutions have specific times that deliveries can be accepted. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Prior to the provision of service, the department may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the Vendor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the department.

A background check may be required on the driver before allowing the vehicle to enter the facilities identified on **ATTACHMENT 1**.

- b. The department shall have the right to deny access into the institution for any of the Vendor's personnel and agents, for any reason. Such denial shall not relieve the Vendor of any requirements of the contract.
- c. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at <http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.9.5 Delays in Delivery Performance:

- a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department's Purchasing Section in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
- b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 2.9.5 a.

2.10 Financial Records and Document Retention:

- 2.10.1 The Vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.10.2 The Vendor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the Department, submission of final report to the Department or the completion of an audit, whichever is later, or as otherwise stated in the contract.
- 2.10.3 If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the Vendor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
- 2.10.4 If the Department is subject to any litigation, claim, negotiation, audit, or other action involving the records, the Department will notify the Vendor in writing to extend the Vendor's retention period.

2.11 Invoicing Requirements:

- 2.11.1 **Electronic Funds Transfer (EFT):** The State of Missouri will submit contract payments to the Vendor at the remittance address listed in the Vendor's MissouriBUYS vendor registration. However, the Vendor understands and agrees the Department reserves the right to make contract payments to the Vendor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Vendor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.11.2 **Invoicing:** The Vendor shall provide all products prior to invoicing the state agency. Invoices are due no later than the last business day of the month after receiving product.
 - a. The Vendor shall accurately invoice per the price indicated on **EXHIBIT B, Pricing Page**. The Vendor(s) shall submit an itemized invoice on the Vendor's original descriptive business invoice form

to the Department for the delivered products. An itemized invoice shall be emailed to DOC.Payables@doc.mo.gov or mailed to:

Attn: Accounts Payable
Missouri Department of Corrections
PO Box 236
Jefferson City, MO 65102

- b. Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) 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.
 - c. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.
 - d. The Department shall not be invoiced for state or federal sales tax unless otherwise required under law or regulation.
- 2.11.3 The Vendor's invoice should include any discount for prompt payment as indicated on **EXHIBIT B, Pricing Page**.
- 2.11.4 If the Vendor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the Vendor shall indicate on **EXHIBIT B, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the Vendor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.12 Payments:**
- 2.12.1 Payments will be made to the Vendor within forty-five (45) business days of receipt of products and the Vendor's invoice. All invoices for equipment, products and/or supplies purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.
- 2.12.2 The Department does not pay state or federal taxes unless otherwise required under law or regulation.
- 2.12.3 The Department assumes no obligation for items shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Vendor's expense.
- 2.13 Inspection and Acceptance Specifications:**
- 2.13.1 For purposes of acceptance, no supplies received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said supplies.
- 2.13.2 All products which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the Department. In addition, all equipment, products and/or supplies, which are discovered to be defective, or which do not conform to any warranty of the Vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 2.13.3 The Department reserves the right to return any such rejected shipment at the Vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

- 2.13.4 The Department's right to reject any unacceptable equipment, products and/or supplies, shall not exclude any other legal, equitable or contractual remedies the Department may have.
- 2.13.5 If the Department denies a request by the Vendor for payment, the Department will provide the Vendor with written notice of the reason(s) for denial.
- 2.13.6 If the Vendor is overpaid by the Department, the Vendor, upon notification by the Department, shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from the invoice(s) as requested by the Department.
- 2.13.7 Other than the payments specified in the contract, no other payments shall be made to the Vendor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Vendor and the State of Missouri/Department of Corrections must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Vendor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 Vendors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, products and/or supplies, under the contract, the Vendor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Department an updated **EXHIBIT I**, Anti-Discrimination Against Israel Act Certification.

3.5 Business Registration:

- 3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

- 3.6.1 If a data breach impacting the State of Missouri's data requires the Department to comply with section 407.1500, RSMo, the contractor shall assist the Department by providing to the Department any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

- 3.7.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.8 Indemnification:

- 3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

- 3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Contractor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Negotiations:

- 3.10.1 The Department does not negotiate canteen funded or canteen resale contracts.

3.11 Invoicing and Payment:

- 3.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.12 Open Records:

- 3.12.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, Bids and related documents shall not be available for public review until after a contract is executed or all Bids are rejected.

3.13 Prison Rape Elimination Act (PREA) Requirements:

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

3.14 Protests:

- 3.14.1 Any Bid award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.15 Record Access:

- 3.15.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.16 State Preferences:

- 3.16.1 If the contractor's awarded bid included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
 - c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
 - d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

3.17 Taxes:

- 3.17.1 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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4.0 GENERAL CONTRACTURAL REQUIREMENTS SECTION**4.1 Contract Definition:**

- 4.1.1 A binding contract shall consist of the following documents:
- a. The most current version of the IFB (including all Exhibits and Attachments included in the IFB) as amended by: IFB addendum(s) issued prior to bid closing and contract amendment(s);
 - b. The most current version of the Vendor's bid, including the Vendor's responses, state-requested clarification responses, and contract amendment responses; and
 - c. The Department's acceptance of the Bid by "notice of award".
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 The Vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the Vendor in the event the Vendor's response is accepted by the Department and a contract is awarded.
- 4.1.4 The Vendor further agrees that the language of the IFB shall govern in the event of a conflict with the Vendor's Bid.
- 4.1.5 The Vendor shall agree to furnish all awarded products specified in the contract, at the prices stated herein.
- 4.1.6 A notice of award issued by the Department of Corrections does not constitute an authorization for shipment of products. Before providing products for the Department, the Vendor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Department's "notice of award").
- 4.1.7 The Department may sign or "click-through" and accept agreements if required by the Vendor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

- 4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Vendor and the Department of Corrections Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

- 4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the IFB.
- 4.3.2 **Renewal Options** – The department shall have the right, at its sole option, to renew the contract for one (1) additional one-year period(s), or any portion thereof. In the event the department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 4.3.3 If the Department exercises its option for renewal, the contractor shall agree that the price for the renewal period shall not exceed the percentage increase/decrease quoted for the applicable renewal period as stated on **EXHIBIT B, Pricing Page**, of the contract.
- a. As stated on **EXHIBIT B, Pricing Page**, all increases/decreases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price. If a price increase was allowed as outlined in section 3.1.5 of this IFB, the increase will be added after the calculation of the renewal price has been determined.

EXAMPLE: Original Contract Price = \$1.00, Maximum Increase = 2%, Economic Adjustment = 5%
Renewal Period Increase - $\$1.00 \times 2\% = \1.02
Economic Adjustment - $\$1.00 \times 5\% = \1.05
Renewal Period Price = $\$1.07 (\$1.02 + \$0.05)$

- b. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.
- c. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the **EXHIBIT B, Pricing Pages**. 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, liquidated damages, attorney fees, etc.
- 4.4.2 **Renewal Pricing:** If the option for renewal is exercised by the Department, the contractor shall agree that the prices/percentages for the renewal period shall not exceed the prices/percentages for the applicable renewal period stated on the **EXHIBIT B, Pricing Pages**.
- a. If renewal prices/percentages are not provided with the accepted Bid, then prices/percentages during the renewal period shall be the same as the original contract period pricing.
- 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.

- c. Price(s) shall be considered firm for the duration of the contract period, unless a price increase/decrease is allowed as outline in Paragraph 4.4.3 of this IFB.

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

- a. Whenever possible, the contractor must submit a written request for price increases thirty (30) days prior to the effective date of increase to the Department's Purchasing Section. **Requests and documentation may be submitted via US Mail or Email.** If the manufacturer provides a percentage increase, the claim for such adjustment must include a certification from the manufacturer verifying its cost at the time of the bid award, the new cost, and the effective date of the increase. If the manufacturer provides an actual dollar amount of increase, the claim for such adjustment must include a certification from the manufacturer verifying the increase and the effective date of the increase. Supporting documentation must clearly establish the increase is to all customers and not to the Department or this contract alone. Supporting documentation will remain a part of the contract file.
- b. The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved. The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.
- c. After receipt of required documentation and in the event a price change is authorized thereafter, no additional adjustments will be allowed for a term of six (6) months.
- d. The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract, and re-bid if determined to be in the best interest of the Department.
- e. The contractor shall neither delay nor stop deliveries pending price changes.
- f. If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated **on or after** the effective price change date. Purchase orders dated **prior** to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.
- g. In the event the contractor's costs should decrease by more than 5% during the period of time the contract is in effect, the contractor shall pass any manufacturer's price decrease to the Department and such decreases shall become effective immediately upon notification by the contractor of the amount of the decrease. The contractor shall notify the Department of any such decrease.

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

- a. Additional item choices shall not be added without the Department's approval. The Department approval may entail the sampling of the proposed item selection.
- b. The purpose of items selected for resale is to maximize sales potential for the benefit of the offender Canteen Fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the Department reserves the right to discontinue that item without penalty.
 - 1) Full cases of any cancelled or discontinued item(s) may be returned for full credit at no cost to the Department.

4.5 Termination for Convenience:

- 4.5.1 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.

4.6 Cancellation for Breach of Contract:

- 4.6.1 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. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the products 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.

4.7 Contract Assignment:

- 4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the Department, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri/Department of Corrections. The contractor must notify the Department of Corrections Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Contractor Liability:

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

4.8.2 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.

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

4.9 Insurance:

4.9.1 The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department 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. In the event any insurance coverage is cancelled, the department must be notified at least thirty (30) calendar days prior to such cancellation.

4.9.2 In the event any insurance coverage is cancelled, the department must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 Single Point of Contact and Responsibility:

4.10.1 The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.11 Contractor Status:

4.11.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.12 Subcontractors:

4.12.1 The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.

4.12.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The Department will coordinate activities between the contractor and third-party Contractors provided by the state.

4.12.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri, Department of Corrections is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the department as described in the contract between the Department of Corrections and the contractor.

4.12.4 The contractor must notify the Department upon establishing any new subcontracting arrangements related to the products and/or services provided to the Department as a result of the contract.

4.12.5 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.13 Participation by Other Organizations:

4.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded Bid. The contractor must meet their participation commitment identified in their awarded Bid, regardless of the products and/or services purchased by the state from the contract.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded Bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded Bid.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

4.14 Substitution of Personnel:

4.14.1 The contractor agrees and understands that the Department's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the Bid. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

4.15 Coordination:

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

4.16 Property of State:

4.16.1 All products furnished by the contractor pursuant to the terms of the contract shall become the property of the Department. Upon expiration, termination, or cancellation of the contract, said product(s) shall become the property of the Department.

4.17 Actions, Suits, or Proceedings:

4.17.1 The contractor must notify the Missouri Department of Corrections immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.17.2 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 Missouri Department of Corrections, Purchasing Section immediately.

4.18 Force Majeure:

4.18.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.19 Conflict of Interest:

4.19.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.20 Remedies and Rights:

4.20.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.

- 4.20.2 The contractor understands and agrees 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 State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.
- 4.20.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.21 Communications and Notices:

- 4.21.1 Any notice to the 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 contractor.

4.22 Survivability of Terms:

- 4.22.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

****END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION****

5. VENDOR SUBMISSIONS, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Bid Submission Overview:

- 5.1.1 Vendors must examine the entire IFB carefully. Failure to do so shall be at the Contractor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. It is preferred that questions be emailed to the buyer.
- 5.1.3 It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any IFB provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a Bid. Likewise, if the IFB lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an addendum to the IFB prior to the end date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required.
- 5.1.5 By submitting a bid response, the vendor agrees to furnish the item(s) specified in the IFB, at the price quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Bid responses, including all prices therein, shall remain valid for 90 calendar days from bid opening. If the bid is accepted and awarded, the entire response, including all prices, shall be firm for the specified contract period.
- 5.1.7 All items offered in a bid response must be new, of current production, and available for marketing by the manufacturer.

5.1.8 The department reserves the right to officially amend or cancel an IFB after issuance.

5.2 Preparation of Bids:

5.2.1 **Business Compliance Pre-Work:** Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.

5.2.2 **IFB Vendor Response Exhibits:** The vendor must submit properly completed IFB Vendor Response Exhibits as their Bid. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

- a. **The IFB cover page** should be completed and placed at the beginning of the bid to declare understanding, agreement and certification of compliance to provide the product(s), at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by any IFB addendums. The remaining bid document and completed applicable exhibits should be placed in sequential order after the IFB Cover Page.

5.2.3 **Bid Preparation Costs:** Any and all costs incurred by the vendor in preparing or submitting a bid shall be the vendor's sole responsibility whether or not any award results from this IFB. The state shall not reimburse such costs.

5.2.4 **Bid Page Numbering:** The bid is page numbered, and all parts of the bid should be returned when submitted.

5.2.5 **Bid Font:** The bid should be easily readable if handwritten or legible fonts, 11 point or above, should be used. For graphics or illustrations within the Bid, the font size may be smaller than 11 point.

5.2.6 **Embedded Files, Hyperlinks, and Video Clips:** The vendor should not include embedded files, hyperlinks, or video clips within their response to the IFB. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.

5.2.7 **Completeness of Bid:** It is the vendor's sole responsibility to submit complete and clear information in their Bid in response to the IFB Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their Bid. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

5.3.1 Non-compliant bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the Vendor/offeror whose bid complies with— (A) All mandatory specifications and requirements of the bid." Therefore, taking exception to mandatory provisions of the IFB shall place the vendor at risk for being non-responsive and ineligible for award.

5.3.2 Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the IFB and its contractual requirements.

5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the IFB, the vendor must (1) identify the specific IFB paragraph number to which the exception applies along with a description of why

the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the IFB place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the IFB to make provision for the identified exception(s).
- b. Section 1 of the IFB provides required instructions for addressing IFB questions and requesting changes or clarifications to the IFB prior to the Bid end date.

5.3.5 In the event the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the 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.

5.3.6 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.

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

5.4 Confidentiality and Proprietary Materials:

5.4.1 Pursuant to section 610.021, RSMo, Bids and related documents shall not be available for public review until a contract has been awarded or all Bids are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

- a. Bid Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its bid, all material submitted by the vendor in conjunction with the IFB is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Department and withheld from any public request submitted to the Department after award. The vendor should presume information provided to the Department in a bid will be public following the award of the contract or after rejection of all bids and

made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety. Except for information the Department deems confidential, the vendor is advised not to include any information in the bid that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, vendors should NOT include confidential material with their bid.

5.4.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire bid;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references; and
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Online Submission of Solicitation Response:

5.5.1 In order for the vendor to submit their Bid, the vendor must be registered in MissouriBUYS , powered by MOVERS in a "Prospective" or "Spend Authorized" registration status. The vendor must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.

5.5.2 The REGISTERED vendor must submit their SEALED Bid electronically through MissouriBUYS, POWERED BY MOVERS. Hardcopy Bids are not accepted. All Bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Unless the IFB specifies otherwise, no other means of Bid submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered vendors must submit their Bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Vendor Response Exhibits (including Exhibit A, Bid Signature Page and all other exhibits) and all other contents of their Bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
- b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's response attachments should be searchable.
 - 1) In the event the registered vendor attaches information with their Bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their Bid must be attached as a separate document and must have the box "Confidential" selected when attaching the

document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

- c. **Faxed and emailed Bids shall not be accepted.** However, faxed and e-mail no-bid notifications shall be accepted.
- 5.5.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the Bid end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
 - 5.5.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the Department shall consider the response which serves its best interest to be valid.
 - 5.5.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the Bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their Bid response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
 - a. If vendor technical assistance is needed when submitting a Bid response, contact solicitations@oa.mo.gov.
 - 5.5.6 Bids may be modified or retracted on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify or withdraw a Bid prior to the official end date and time shall not be honored.
 - 5.5.7 To retract a Bid on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
 - 5.5.8 A Bid may also be withdrawn after the Bid opening through submission of a written request by an authorized representative of the vendor to the buyer noted on the cover page of this bid. Justification of withdrawal decision may include a significant error or exposure of Bid information that may cause irreparable harm to the vendor.
 - 5.5.9 When submitting their electronic Bid, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the Bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
 - 5.5.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuys.mo.gov/bid-board>, to obtain a copy of the IFB amendment(s). Registered vendors who received e-mail notification of the Bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the Bid opportunity when the IFB was established and registered vendors who have responded to the Bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the Bid end date

and time specified in the IFB. If the IFB is cancelled after the Bid end date and time specified in the IFB, the buyer of record will send email notification to all vendors that responded to the IFB informing them of the cancellation of the IFB.

5.6 Bid Opening:

5.6.1 Bid openings will occur on the Bid end date and the opening time specified on the IFB document. Only the names of the respondents/vendors will be made available to the public after the Bid opening. All vendors may view the same Bid response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.

5.6.2 **Late Bids:** Bids which are not received in the MissouriBUYS, powered by MOVERS System prior to the official Bid end 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 and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.7 Evaluation Process:

5.7.1 In order to complete the awards identified above, the Department will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).

5.7.2 **Compliance Review:** Each Bid submitted in response to the IFB will be reviewed for compliance with the mandatory requirements of the IFB. The vendor shall understand the Department will not award a contract to a vendor with a non-responsive (non-compliant) Bid.

- a. A Bid which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
- b. Bids with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Bids that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
- c. In the event only one Bid is received, the Department reserves the right to review the Bid to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the Bid.
- d. The Department reserves the right to reject any and all Bids.
- e. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

5.7.3 **Business Compliance Requirements:** Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a Bid. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their Bid may result in a non-compliance

determination of their Bid response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

- a. Business Compliance **EXHIBIT G**, State of Missouri Tax Compliance - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
- b. Business Compliance **EXHIBIT H**, Registration of Business Name with the Missouri Secretary of State - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. Business Compliance **EXHIBIT I**, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
- d. Business Compliance **EXHIBIT J**, Employee/Conflict of Interest.
- e. General Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the cover page of this original document and any addendum cover page(s) that the vendor 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. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Department of Corrections Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- f. Each bid submitted in response the IFB will be reviewed for business compliance with the laws regarding conducting business in the State of Missouri.

5.7.4 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

5.7.5 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.

5.8 American Made Preference:

- 5.8.1 In accordance with the Domestic Product Act (hereinafter referred to as the Buy American Act), sections 34-350 through 34.359 RSMo, the Vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- a. Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over Vendors whose products do not qualify.
 - b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.
 - c. If the Vendor claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of the contract.
 - d. In accordance with the Buy American Act, the Vendor must provide proof of compliance with section 34.353 RSMo. Therefore, the Vendor should complete and return **EXHIBIT C**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
 - e. If the lowest priced Vendor's products qualify as American-made, or in the event all of the Vendors or none of the Vendors qualify for the Buy American preference, no further calculation is necessary.
 - f. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the Vendor MUST disclose such fact and provide details with the bid.

5.9 Organizations for the Blind and Sheltered Workshop Preferences:

- 5.9.1 In order for the Department (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this IFB. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors 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 five to fifteen (5-15) bonus points, the following conditions must be met, and the following evidence must be provided:
 - (1) The vendor 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, at a minimum, 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 listed participating organizations 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 listed participating organizations are utilized, to any extent, in the vendor'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) Evaluation of Vendor’s Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the Bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of Bids for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- b. Where the commitment in the Bid exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the Bid (which in the formula will be expressed as a number [Vendor’s Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor’s Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor’s response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor’s total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- c. If the vendor 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 vendor must provide the requested information with the Bid.

5.9.2 Blind or Sheltered Workshop Commitment: If the vendor’s response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

5.10 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed Exhibit G in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this IFB, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the Bid opening date.

5.11 Anti-Discrimination Against Israel Act Certification Exhibit Instructions:

5.11.1 Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of **EXHIBIT I - Anti-Discrimination Against Israel Act Certification** with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

5.12 Brands:

5.12.1 The bidder may bid any brand which meets the specifications stated on **EXHIBIT B, Pricing Page** and herein.

5.13 Submission of Samples:

5.13.1 Samples for the line item, must meet the specifications as listed in Section 2.1, 2.2 and on **EXHIBIT B, Pricing Page**.

5.13.2 The bidder may be required to submit one (1) sample of the item being bid for evaluation. **If requested, the bidder must provide the sample within five (5) business days of the Department requesting the sample.** A bidder failing to submit a sample within five (5) business days may not be considered for award. All samples shall be provided at no cost to the Department. Samples will not be returned.

5.13.3 The vendor should clearly label all samples with the Vendor's company name, contact name, item number and bid number.

5.13.4 Samples must be submitted to the following address, **via UPS or Fed Ex**. The Vendor should identify each sample with its company name, contact name, bid number, and item name.

Attn: Lisa Graham
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

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

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

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

5.14 Evaluation Process:

5.14.1 The Vendor must submit a **firm fixed price** on **EXHIBIT B, Pricing Page** for the item(s) bidding.

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

5.14.2 The Vendor should complete the "Terms" and the "Vendor's Acceptance of the State Purchasing Card" sections on **EXHIBIT B, Pricing Page**.

5.14.3 **Estimated Quantities** – The vendor shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The quantities listed on **EXHIBIT B, Pricing Page** are an estimated annual cumulative total based on item sales using historical sales data of the

same or similar product. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect anticipated usage.

- 5.14.4 **Unit of Measure:** If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that product, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor and must be provided upon specific request from the Buyer.
 - a. In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded. Vendors are encouraged to contact the Buyer prior to submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.
- 5.14.5 The cost evaluation shall include the original contract period plus the renewal periods. The estimated annual quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods.
- 5.14.6 Samples requested and submitted will be evaluated for conformance to the specifications as indicated on **EXHIBIT B, Pricing Page** and stated herein. Only those samples that meet specifications and are determined to be acceptable will be considered for award.

5.15 Cost Evaluation:

- 5.15.1 The cost evaluation for the line item shall be calculated as stated:
 - a. For line item 001, the individual item cost will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT B, Pricing Page**, by the number of items per case to arrive at the cost per item. For evaluation purposes only, the initial contract period cost for the line item will be calculated by multiplying the individual cost per item, by the estimated items per case, then multiplied by the estimated case quantity for the line item as stated on **EXHIBIT B, Pricing Page**.
 - b. A cost for each renewal period will be calculated in the same manner as indicated in 5.15.1 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price for the line item.

5.15.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 100 + \text{Earned Preference Points} = \frac{\text{Total Cost}}{\text{Evaluation Points}}$$

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

$$\text{Total Bid Price} \times 1.10 = \text{Total Evaluated Bid Price}$$

5.15.4 **Prompt Payment Discount:** The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the state agency being able to meet the payment deadline, such discount shall not be considered in the cost Bid evaluation.

5.16 Determination for Award:

- 5.16.1 One award shall be made to the Vendor whose bid meets the required specifications and has the highest total cost points for the line item. Other factors that affect the determination of the lowest price responsive Vendor includes the consideration of the preference points explained in Sections 5.8, 5.9 and 5.10.
- 5.16.2 **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.
- 5.16.3 **Determination of Responsibility and Reliability** - The state shall determine the responsibility and reliability of the lowest responsive vendor, for each line item on **EXHIBIT B, Pricing Pages**. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.
- 5.16.4 The Department reserves the right to reject any Bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the flag materials within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required and/or (3) failure of the vendor to provide a sample or providing an unacceptable sample, if a sample is deemed necessary by the Department.
- 5.16.5 If the lowest responsive vendor is determined not to be responsible and reliable or fails to compliance with the business compliance requirements, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 5.16.6 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 5.16.7 The vendor's prices listed on Exhibit B, Pricing Pages shall include, all packing, handling, shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The Department and the State of Missouri shall not make additional payments or pay add-on charges for freight or shipping.
- 5.16.8 Any award of a contract shall be made by notification from the Department of Corrections Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Department.
- 5.16.9 Vendors that respond to an IFB will be notified of the award results via e-mail and may request a copy of the cost evaluation for this bid.

****END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION****

ATTACHMENT 1 – Various Location Delivery Addresses

ALGOA CORRECTIONAL CENTER
 8501 No More Victims Rd.
 Jefferson City, MO 65101
 PH: 573-751-3224

MARYVILLE TREATMENT CENTER
 30227 US Highway 136
 Maryville, MO 64468
 PH: 660-582-6542

BOONVILLE CORRECTIONAL CENTER
 1216 East Morgan Street
 Boonville, MO 65233
 PH: 660-882-6521

NORTHEAST CORRECTIONAL CENTER
 13698 Airport Road
 Bowling Green, MO 63334
 PH: 573-324-9975

CHILLICOTHE CORRECTIONAL CENTER
 3151 Litton Road
 Chillicothe, MO 64601
 PH: 660-646-4032

OZARK CORRECTIONAL CENTER
 929 Honor Camp Lane
 Fordland, MO 65652
 PH: 417-767-4494

CROSSROADS CORRECTIONAL CENTER
 1115 E. Pence Road
 Cameron, MO 64429
 PH: 816-632-2727

POTOSI CORRECTIONAL CENTER
 11593 State Highway O
 Mineral Point, MO 63660
 PH: 573-438-6000

EASTERN RECEPTION & DIAGNOSTIC CENTER
 2727 Highway K
 Bonne Terre, MO 63628
 PH: 573-358-5516

SOUTH CENTRAL CORRECTIONAL CENTER
 255 W. Highway 32
 Licking, MO 65542
 PH: 573-674-4470

FARMINGTON CORRECTIONAL CENTER
 1012 W. Columbia
 Farmington, MO 63640
 PH: 573-218-7100

SOUTHEAST CORRECTIONAL CENTER
 300 E. Pedro Simmons Drive
 Charleston, MO 63834
 PH: 573-683-4409

FULTON RECEPTION & DIAGNOSTIC CENTER
 1393 Highway O
 Fulton, MO 65251
 PH: 573-592-4040

TIPTON CORRECTIONAL CENTER
 619 N. Osage Avenue
 Tipton, MO 65081
 PH: 660-433-2031

JEFFERSON CITY CORRECTIONAL CENTER
 8416 No More Victims Road, Dock B
 Jefferson City, MO 65101
 PH: 573-751-3224

WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER
 1011 E. Highway 54, Vandalia, MO 63382
 PH: 573-594-6686

MOBERLY CORRECTIONAL CENTER
 5201 South Morley
 Moberly, MO 65270
 PH: 660-263-3778

WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER
 3401 Faraon Street, St. Joseph, MO 64506
 PH: 816-387-2158

MISSOURI EASTERN CORRECTIONAL CENTER
 18701 Old Highway 66
 Pacific, MO 63069
 PH: 636-257-3322

EXHIBIT A, BID SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their Bid. It is the vendor’s sole responsibility to ensure that all mandatory requirements are met and that their Bid, including all exhibits, are properly completed and submitted with their Bid. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor’s response.

No.	Description	Task Complete
1.	Complete and sign Bid Cover Page	<input type="checkbox"/>
2.	Complete all pricing and questions required on Exhibit B, Pricing Pages.	<input type="checkbox"/>
3.	Complete and sign Exhibit C, Domestic Products Procurement Act (Buy American) Preference.	<input type="checkbox"/>
4.	(If applicable) Complete Exhibit D, Participation Commitment for any Organization for the Blind/Sheltered Workshop proposed.	<input type="checkbox"/>
5.	(If applicable) Complete Exhibit E, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop, proposed.	<input type="checkbox"/>
6.	(If applicable) Complete Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference.	<input type="checkbox"/>
7.	If not already on file with DOC, please Complete Business Compliance Exhibit G, State of Missouri Tax Compliance and attach “Vendor No Tax Due” certificate.	<input type="checkbox"/>
8.	Complete Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.	<input type="checkbox"/>
9.	Complete and sign Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification.	<input type="checkbox"/>
10.	Complete Business Compliance Exhibit J, Employee/Conflict of Interest.	<input type="checkbox"/>
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the IFB).	<input type="checkbox"/>

REMINDER: vendors should scan in their whole contract with completed attachments and attach document to their bid response in MissouriBUYS/Movers.

EXHIBIT B, PRICING PAGE

The bidder must state **only one** firm fixed price delivered FOB Destination Prepaid and Allowed to the institutions listed on **ATTACHMENT 1**. If bidding multiple brands for an item, it is requested Vendors make a copy of **EXHIBIT B**, and **clearly mark the pages** “**alternate bid #1, alternate bid #2**”, etc. Price quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Estimated Case Quantity	Firm Fixed Cost Per Case
001	Du-Rag 100% Nylon Tricot Individually Packaged – 1 per package White color ONLY Max case count is: 25 items Brand Bidding:	495 Cases Based on 12 items per case	Firm Fixed Case Price: \$ _____ Items per Case: _____ Vendor Item #: _____ Item UPC#: _____

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

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

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

Line Item	<u>MAXIMUM INCREASE OR DECREASE PER RENEWAL</u>	
	RENEWAL PERIOD	ORIGINAL CONTRACT PRICE PLUS OR MINUS %
002	1 ST	%

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

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

Agreement _____ Disagreement _____

Web Site:

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

Terms:

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

_____ % if paid within _____ days of receipt of invoice

EXHIBIT C, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with the Buy American Act, the vendor must provide proof of compliance with sections 34.350-34.359, RSMo. The vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product’s eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance. This document must be satisfactorily completed prior to an award of a contract.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

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

Non-Domestic Product:

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

The vendor must complete the following applicable tables to certify whether:

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE
(CONTINUED)**

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

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

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

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

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

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

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

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

**EXHIBIT C, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE -
CONTINUED**

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

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

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

SIGNATURE (Scanned or typed signature is acceptable)

COMPANY NAME

EXHIBIT D, PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

Blind/Sheltered Workshop Resources:

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>

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

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

Participation Commitment Submission Instructions:

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify IFB Paragraph number of IFB Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

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.

EXHIBIT D, PARTICIPATION COMMITMENT CONTINUED

Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed	Description of Proposed Products/Services and IFB Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (%* of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 2%)</i>			%

*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor 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 vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

~ Copy This Form For Each Organization Proposed ~

Vendor 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 vendor identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITION – QUALIFIED SDVE:

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this IFB, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the Bid opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent.
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the Bid opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.

- No, the vendor submitting the response to the IFB is not an OEO-certified SDVE at the time of the Bid opening date. (Not eligible for SDVE preference)
- Yes, the vendor submitting the response to the IFB is an OEO-certified SDVE at the time of the Bid opening date. (Eligible for SDVE preference)

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the bid cover page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance with the vendor's response and upon request by the Department of Corrections.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT G,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor’s State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide “Vendor No Tax Due” certificate issued by DOR prior to award. By providing the “Vendor No Tax Due” certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the “Vendor No Tax Due” certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A “Vendor No Tax Due” certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier’s check or money order may be required for payment before a “Vendor No Tax Due” certificate can be issued.

A “Vendor No Tax Due” certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate “Reason for Request” on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a “Vendor No Tax Due” certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a “Vendor No Tax Due” certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their “Vendor No Tax Due” status.	
“Vendor No Tax Due” Certificate is Included with the Response (Yes/No)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT H,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor’s business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be
1) properly registered with the Missouri Secretary of State at time of Bid submission or prior to contract award or
2) must identify how the vendor’s business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor’s business is already registered, the vendor should complete the table below with the vendor’s business name and the charter number assigned to the vendor’s business.

Information on registering with Missouri Secretary of State: If the vendor’s business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: <u> </u> / <u> </u> / <u> </u> (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the “Indicate if Exemption is Applicable” column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation’s Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “non-Company.”
- BOX B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.

BUSINESS COMPLIANCE EXHIBIT I, CONTINUED

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT J,
EMPLOYEE/CONFLICT OF INTEREST**



Vendors 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 vendor or any owner of the vendor'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. The information must be provided prior to the award of a contract.

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 vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %