

# Request for Quotation



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

Buyer of Record:  
Beth Lambert, CPPB  
Purchasing Manager  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

## RFQ931Y20708442

### Exhaust Hood & Equipment

FOR

Missouri Department of Corrections  
Missouri Eastern Correctional Center

Contract Period:

Date of Award through May 1, 2020

Date of Issue: January 13, 2020

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

**2:00 p.m., February 4, 2020**

**Bids may be submitted electronically through MissouriBUYS, or a hard-copy bid may be submitted. Hard-copy bids must be delivered to the address stated above, faxed to (573) 522-1562 or scanned and emailed to [bids@doc.mo.gov](mailto:bids@doc.mo.gov).** The vendor should clearly identify the RFQ number on the lower right or left-handed corner of the container or in the subject line of the fax or email in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the price 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 contractor and the Missouri Department of Corrections. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

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

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

MissouriBUYS System ID (See Vendor Profile - Main Information Screen): \_\_\_\_\_

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

Authorized Signer's Printed Name and Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

#### NOTICE OF AWARD:

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

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

Joan Reinkemeyer, Director, Division of Offender Rehabilitative Services

Date \_\_\_\_\_

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

## Instructions for Submitting a Solicitation Response

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

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

[https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.).

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date 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.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register as a vendor with MissouriBUYS by going to the MissouriBUYS Home Page: (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the [Vendor Registration](#). Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document has been issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.

2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation**

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFQ includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

1.1.1 This document constitutes a request for quotation from prospective vendors for the purchase and installation of an exhaust hood and additional equipment for the Missouri Department of Corrections (herein referred to as the "Department"), Missouri Eastern Correctional Center (herein referred to as "MECC"), in accordance with the requirements and provisions stated herein.

### 1.2 General Information:

1.2.1 Pursuant to paragraph 4.a. of the terms and conditions of this RFQ, written questions, request for changes, clarifications or otherwise, advise the Department if any language, specifications or requirements of this RFQ appear to be ambiguous, contradictory, and/or arbitrary are due no later than five (5) calendar days prior to the official bid target date.

- a. Any questions, requests, advice by a vendor must be submitted in writing to the Buyer of Record of clearly marked RFQ931Y20708442, Exhaust Hood and Additional Equipment. It is preferred that communications be sent via e-mail to: [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).

1.2.2 Organization - This document, referred to as a Request for Quotation (RFQ), is divided in to the following parts:

Section 1 - Introduction and General Information

Section 2 - Performance Requirements

Section 3 - General Contractual Requirements

Section 4 - Bid Submission, Evaluation, and Award Information

Exhibit A - Pricing Page

Exhibit B - Participation Commitment

Exhibit C - Document of Intent to Participate

Exhibit D – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Exhibit E - Miscellaneous Information

Terms and Conditions

1.2.3 Terms and Conditions - It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

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

1.2.4 The Department has transitioned to the MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, **MUST BE** registered in the MissouriBUYS system. Vendors can register by go to the MissouriBUYS website <https://MissouriBUYS.mo.gov>. Please note there are written instructions on the "Register" tab.

- a. The vendor shall understand and agree that in order to be eligible for award of a contract, they **MUST** be registered in MissouriBUYS.

**1.3 Tour of Facility:**

- 1.3.1 To schedule a non-mandatory site inspection, please contact Jessica Poschel at 636-257-3322 ext. 1300, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least four (4) days prior to the requested site inspection date.
- a. Any potential bidder interested in participating in a site inspection must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.
  - b. Each potential bidder is limited to two (2) individuals at the site inspection.
  - c. Each person attending the site inspection will be required to have a valid government issued ID. Cell phones, cameras, tape recorders and purses will not be permitted inside the facility.
  - d. The Department reserves the right to accept or reject any person requesting a site inspection.
  - e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Beth Lambert at (573) 526-6494 or [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 1.3.3 Bidders are strongly encouraged to advise the MECC at the time of making the appointment of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.4 Bidders are strongly encouraged to advise the DOC, at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that the accommodations can be made.

**1.4 Background Information:**

- 1.4.1 The Missouri Eastern Correctional Center (MECC) is located at 18701 US Highway 66, Pacific, Missouri, 63069. The facility operates as a male medium, minimum-security prison with an operating capacity of 1,100 male offenders.
- 1.4.2 The exhaust hood and additional equipment will be installed for the culinary arts program which is an educational program offered to offenders housed at the MECC.

**END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION**

## **2. PERFORMANCE REQUIREMENTS**

*This section of the RFQ includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this RFQ. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the Department.*

### **2.1 General Requirements:**

- 2.1.1 Upon receipt of an authorized purchase order from MECC, the vendor shall provide and install an exhaust hood and additional equipment in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 The vendor shall function as the single point of contact for the Department, regardless of any subcontract arrangement made for any product or service. This shall include assuming responsibilities and liabilities for any and all issues relating to items and services provided.

### **2.2 Specifications:**

- 2.2.1 This RFQ is for purchase, delivery and installation of the exhaust hood and additional equipment.
- 2.2.2 The detailed specifications are listed on **EXHIBIT A, Pricing Page**.
- 2.2.3 Services must be completed in a professional manner and in compliance with all applicable industry standards and building codes.
- 2.2.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **2.3 Item Packaging Requirements:**

- 2.3.1 The vendor shall provide packaging necessary to protect items from physical and environmental damage during shipping and handling. Cushioning materials shall be included, as required, to protect and restrict movement of the items within the package.

### **2.4 Product Returns**

- 2.4.1 For items shipped in error, the vendor shall arrange for the return of the item(s) in a timely manner. The vendor shall be responsible for all shipping and handling costs.
- 2.4.2 All returned item(s) must be credited back to the Department within two (2) working days through a credit invoice.
  - a. If MECC uses the purchasing card (Visa) for payment of the returned item, the purchasing card shall be credited within the time frame indicated in 2.5.2.

### **2.5 Delivery Requirements:**

- 2.5.1 The contractor and/or the contractor's subcontractor(s) shall deliver the items in accordance with the contracted delivery time stated herein to MECC upon receipt of an authorized purchase order or state purchasing card transaction notice. Delivery shall include unloading the shipment at the Department dock or other designated unloading site as requested by the institution. The order must be shipped FOB Destination, Freight Prepaid and Allowed. Any order received on the last day of the contract, must be shipped at the contract price.

- a. The desired delivery and installation deadline is **May 1, 2020** after receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order on **EXHIBIT A, Pricing Page**.
  - b. **The items awarded, must be delivered, installed, and invoiced no later than May 1, 2020, otherwise will be refused and returned to the vendor.**
- 2.5.2 The contractor must coordinate its delivery schedule with the ordering institution. Any change in delivery schedule must be approved by the 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.
- b. Delivery must not be made on official state holidays. A list of official state holidays may be found at the State of Missouri web site at: <http://oa.mo.gov/commissioner/state-holidays>.
  - c. Delivery Address:  
Missouri Department of Corrections  
Missouri Eastern Correctional Center  
Attn: Mike Sitzes  
18701 US Highway 66  
Pacific, Missouri 63069  
Phone: 636-257-3322 ext. 1205
- 2.5.3 Delays in Delivery Performance:
- a. If at any time the contractor should encounter conditions impeding delivery of an awarded item, 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.
- 2.5.4 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 2.5.3 a.
- 2.6 Installation Requirements:**
- 2.6.1 The contractor shall deliver and fully install the exhaust hood and additional equipment at MECC in accordance with the manufacturer's recommended installation procedures to the full satisfaction and acceptance of the Department.
- 2.6.2 The contractor must furnish all related equipment, materials, and supplies needed for complete installation of the exhaust hood and additional equipment.
- 2.6.3 The contractor shall coordinate the work schedule with the Department designee for minimal disruption to normal state business occurring at the same time.
- a. Working hours shall be Monday – Friday, 8:00 a.m. through 4:00 p.m.
  - b. The contractor shall cleanup and remove debris accumulated during the installation from the premises
- 2.6.4 Once installed, the contractor must test the equipment and make all necessary adjustments required for successful operation at no additional cost to the Department.

2.6.5 Contractor shall repair roof as needed for installation of exhaust hood. Contractor shall supply all materials and labor needed for repairs to roof for exhaust hood installation.

## 2.7 Warranty Requirements:

2.7.1 The contractor must warrant to the Department that the items furnished under this contract will be first line quality and in new condition. The contractor shall also guarantee that all materials used in the manufacturing of the item shall meet all applicable industry standards.

a. The contractor shall provide, at a minimum, the standard manufacturers for awarded items listed on **Exhibit A, Pricing Page**.

b. The contractor shall provide the Department warranty documents (including detailed service/support program and complete information on how and whom to contact for any necessary service).

## 2.8 Invoicing and Payment Terms:

2.8.1 The contractor shall accurately invoice per the price indicated on EXHIBIT A, Pricing Page. The items awarded, must be delivered and invoiced no later than June 15, 2020, otherwise they will be refused and returned to the vendor.

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

Accounts Payable/MECC  
Missouri Department of Corrections  
Fiscal Management Unit  
PO Box 236  
Jefferson City, MO 65102

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

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

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

2.8.6 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

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

2.8.8 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFQ.



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

a. If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day.

2.8.10 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

2.8.11 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to, taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.9 Security Requirements:**

2.9.1 **At least four (4) days prior** to the scheduled start of services, the contractor must contact Jessica Poschel at 636-257-3322, extension 1300, or email her at [jessica.poschel@doc.mo.gov](mailto:jessica.poschel@doc.mo.gov) to arrange for Missouri Uniform Law Enforcement System (MULES) checks on each employee who will be providing services on-site.

2.9.2 Upon arrival to the facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools and supplies on person being taken into the facility and a written inventory of the tools and supplies for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the Department. All tools and supplies not secured in a locked job box and all vehicles and equipment must be removed at the end of each day.

a. All tools, parts, supplies, equipment not on the contractor's person or contractor's personnel shall be secured and locked in or on the contractor's vehicles and or job box. All equipment outside of the cab of the vehicle shall be chained and padlocked, i.e. ladders, tools, parts.

b. Large items impossible to move without heavy equipment do not need to be secured.

2.9.3 In the event the contractor wishes to use a locking job box, a detailed list of all tools/items must be provided to the Department's designated personnel and a daily documented inventory of all tools/items must be conducted to account for all tools/items prior to the contractor leaving the institution each day. The job box will be stored in a designated Department building each day, and the contractor must leave a key to the job box with the Department's designated personnel.

## **END OF SECTION TWO: PERFORMANCE REQUIREMENTS**

### 3. GENERAL CONTRACTUAL REQUIREMENTS:

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

#### 3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
  - d. Expenditures for this contract award as a result of this RFQ, shall not exceed \$49,999.99.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 3.1.3 Contract Price - All prices shall be as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices 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 unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFQ.
- 3.1.4 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.5 Contractor Liability - 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.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. 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.
- 3.1.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 3.1.8 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
  - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and/or SDVEs 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 Department 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 or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

- 1) The contractor must obtain the written approval of the Department 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 Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

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

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- d. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- e. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- f. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or 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 policies and procedures relating to employee conduct.
  - 1) 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 abuse and consensual sex.
- g. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the

Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

- h. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
  - i. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract
- 3.1.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. 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 Department or the Department throughout the effective period of the contract.
- 3.1.12 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor for any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 3.1.13 Order Quantities – Upon award, the quantity ordered shall be as stated on **EXHIBIT A, Pricing Page**.
- 3.1.14 Substitution of Products - The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.
- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
  - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the Department reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
  - c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.
  - d. The Department may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 3.1.15 Replacement of Damaged/Defective Product - The contractor shall be responsible for replacing any item received in damaged and/or defective condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 3.1.16 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

3.1.17 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

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

3.1.19 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the DOC if any requested work would involve prevailing wage; the DOC shall then arrange for said work outside the subject contract in accordance with Missouri law.

3.1.20 Hazard Communication Safety Data Sheets and Labeling Requirements- The State of Missouri, Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

**END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS**

#### **4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION**

##### **4.1 Submission of Bids:**

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

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

4.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the RFQ submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. The bid should be page numbered.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

4.1.3 Submission of Information – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The vendor's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.

##### **4.2 Contact:**

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

##### **4.3 Open Records:**

4.3.1 Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. Additionally, after a contract is executed the contract is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://docservices.mo.gov/DHS/Contracts.php>.
- b. In preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.

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

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

#### **4.5 Preprinted Marketing Materials:**

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

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

#### **4.6 Bid Detail Requirements and Deviations:**

4.6.1 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 RFQ. 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.

- a. Vendors should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

#### **4.7 Description of Product:**

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



**4.8 Evaluation and Award Process:**

- 4.8.1 After determining that a bid satisfies the mandatory requirements stated in the RFQ, a cost analysis shall be conducted. The Department shall only award one contract to the lowest priced responsive vendor.
- 4.8.2 Open Competition – Any manufacturer’s name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer’s name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

**4.9 EXHIBIT A, Pricing Page:**

- 4.9.1 Price shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.
- 4.9.2 The vendor must submit a **firm fixed price** on **EXHIBIT A, Pricing Page** for all items.
- a. The price(s) 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.
- b. If the vendor is not able to supply or bid on all items, the vendor’s entire bid will not be considered for award.
- 4.9.3 Quantity – Upon award, the quantity ordered shall be as stated on **EXHIBIT A, Pricing Page**.
- 4.9.4 The vendor should complete the “Payment Terms” and the “Bidder’s Acceptance of the State Purchasing Card” sections on **EXHIBIT A, Pricing Page**.

**4.10 Evaluation of Cost:**

- 4.10.1 The cost evaluation shall be based on the total cost determined using the firm fixed price and the quantity indicated on **EXHIBIT A, Pricing Page**. The total cost shall be calculated by multiplying the quoted price by the quantity indicated for the line item.
- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:
- $$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost}}{\text{Evaluation Points (100)}} = \frac{\text{Assigned}}{\text{Cost Points}}$$
- b. NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

**4.11 Determination for Award:**

- 4.11.1 Only one award shall be made to the vendor who meets the requirements and has the highest total cost points. The Department reserves the right to award to the vendor whose bid complies with all mandatory specifications and requirements and is the lowest priced responsive vendor. Another factor that affects the determination of the lowest priced responsive vendor includes consideration of the Blind/Sheltered Workshop Preference explained in paragraph 4.12 and Missouri Service-Disabled Veteran Business Preference explained in the paragraph 4.13.

- 4.11.2 Determination of Lowest Priced Vendor including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the vendor with the most points is considered the lowest vendor. Total points shall be computed for the total evaluated bid price as follows:

Total Assigned Cost Points + earned preference points = Total Points

- a. NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

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

#### **4.12 Organizations for the Blind and Sheltered Workshop Preferences:**

- 4.12.1 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.

- 4.12.2 In order to qualify for a five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 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.
  - The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop 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.
- 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.
- d. 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) of the total contract value of bids for purchases not exceeding ten (10) million dollars.
- 1) 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:

Vendor's Commitment Number x 2.5 points = 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 bid 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.

- Participation Commitment - The vendor must complete **EXHIBIT B, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT C, Documentation of Intent to Participate Form**, or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered

Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- e. The following websites provide information regarding Missouri sheltered workshops:
  - Listing of Missouri Sheltered Workshops:
  - Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>
- f. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhaphointe.org>
- g. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT B, Participation Commitment**, shall be interpreted as a contractual requirement.

Refer to Organizations for the Blind and Sheltered Workshop Guidelines at <http://oa.mo.gov/purchasing/agency-information/section-34165-rsmo-organizations-blindsheltered-workshop-preference> for further information.

#### **4.13 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:**

- 4.13.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.
  - a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- The services performed or the products provided by the SDVE 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 SDVE 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.
- In order to receive evaluation consideration for participation by the SDVE, the vendor must provide the following information with the bid:
  - ✓ Participation Commitment - The vendor must complete **EXHIBIT B, Participation Commitment**, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the bid is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - ✓ Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT C, Documentation of Intent to Participate Form**, or must provide a letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - ✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
    - a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214) , and a copy of the SDV's disability rating letter issued by the Department of Veterans establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

NOTE:

- a) If the vendor submitting the bid is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete **EXHIBIT C, Documentation of Intent to Participate Form** or provide a letter of intent.
  - b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to prove the SDV Documents listed above.  
<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on **EXHIBIT B, Participation Commitment**, shall be interpreted as a contractual requirement.
- Definition - Qualified SDVE:
    - SDVE is 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;

- SDVE has 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;
- SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- SDVE has a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

Refer to SDVE Guidelines at <http://oa.mo.gov/purchasing-materials-management/agency-information/section-34074-rsmo-missouri-service-disabled> for further information.

#### **4.14 Other Bid Submission Requirements:**

- 4.14.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions. RSMO 285.525](#)), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit D must be submitted prior to an award of a contract.
- 4.14.2 Miscellaneous Information – The vendor should complete and submit **EXHIBIT E**, Miscellaneous Information.
- 4.14.3 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 signature page of this original document and any amendment signature page(s) or by submitting an on-line bid 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 upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

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

**END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION**

**EXHIBIT A**  
**PRICING PAGE**

The vendor shall provide only one firm, fixed pricing delivered FOB Destination Prepaid and Allowed for all items listed below pursuant to all mandatory requirements and specification contained herein.

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>001 – Exhaust Hood</b>  <b>UNSPC Code - 48100000</b>  <b>Captive-Aire</b> <b>5424ND-2-PSP-F or</b> <b>Equivalent</b>	1	EA	\$
<b>MANDATORY SPECIFICATIONS</b>			
<b>MANDATORY SPECIFICATIONS</b>		<b>BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS</b>	
13ft 0” Long Exhaust-Only Wall Canopy Hood with 16” Wide Front Perforated Supply			
Plenum with Built-in 3” Back Standoff			
430 SS Where Exposed			
Fire Cabinet on the Right Side; 12”W x 54”L x 24”H			
Filter – 20”H x 16” (19.625” by 15.625”) W stainless steel Captrate Solo filter with hook, ETL listed. Particulate capture capacity efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns.			
L55 Series E26 Canopy Light Fixture – High Temp Assembly, includes clear thermal and shock resistant globe			
Exhaust Riser – factory installed 16” Diameter x 4” High			
Supply Riser – 12”x28” supply riser with Volume Dampers 3			
½ Pint Grease cup new style, flanged slotted			
Electrical package installation in Utility Cabinet by Plant			
Left end standoff (finished) 1” Wide 54” Long insulated			
Right Quarter End Panel – 23” top width, 0” bottom width, 23” high 430 SS			
Parts required to mount prewire sensor in capture volume of hood. Sensor installed directly in line with center of riser and in center of capture volume front to back. Sensor supplied from ECP tied to hood			
Left wall as end panel			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>002 – Fire Suppression System</b>  <b>UNSPC Code - 46191608</b>  <b>Captive-Aire Ansul 3.0 or Equivalent</b>	1	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS	
Ansul 3 gallon Fire System in utility cabinet (includes pre-piped hood with detection, tank(s), release mechanism, micro-switches and pull station)			
Piping needed for hood			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>003 – Exhaust Fan</b>  <b>UNSPC Code - 48100000</b>  <b>Captive-Aire DU180HFA or Equivalent</b>	1	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS	
High speed direct drive centrifugal upblast exhaust fan with disconnect switch and 18 3/4" wheel			
Exhaust fan handles 2925 CFM @ -1.300" wc ESP			
Fan runs at 1285 RPM			
Fan motor 1.500 HP, 3 Phs, 208 V. 60Hz, 6.6 FLA. ODP, Premium (E-Plus) Eff			
Grease cup for kitchen-duty centrifugal exhaust fans			
Box Dimensions 17-1/8 L x 5-1/16 W x 3-3/4 H (18 ga.) (Includes down spout)			
Hinged base for curb. Standard hinge attached to curb. Used on fans with wheels 20" or smaller. 12 GA galvanized			
Vented base for curb			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>004 – Electric Make-Up Air Unit</b>  <b>UNSPC Code - 48100000</b>  <b>Captive-Aire A1-E.504-16Z or Equivalent</b>	1	EA	\$
<b>MANDATORY SPECIFICATIONS</b>		<b>BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS</b>	
Electric heated make up air unit with 16" direct drive fan and 2 stages total, 2 modulating, 50 KW 480 – 3 coil			
Supply fan handles 2340 CFM @ 0.500" wx ESP			
Fan runs at 2326 RPM			
Heater supplies 156998 BTUs 64° F temperature rise			
Supply motor: 2.500 HP, 3 phase, 208 V, 60Hz, 5.7 FLA, ODP-ECM (open drip proof electronically commutated motor)			
Down discharge – air flow right -> left			
Sloped filtered intake for size #1 modular heater; 21.813" W x 44.375" L x 23.375" H; includes 2" MV EZ Kleen metal mesh filters			
50-90° F discharge temp control; set point mounted in heater			
Cooling interlock relay; 24VAC coil; 120V contacts; locks out burner circuit when AC is energized			
Motorized back draft damper 16" x 18" for size 1 standard and modular heater units w/extended shaft, standard galvanized construction, 3/4" rear flange, low leakage, TFB120S actuator included			
ECM wiring package for Ziehl Supply motors with PWM signal from ECPM03 prewire			
Curb CRB21X71X20INS insulated on fa #2 flat curb			



LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>005 – Electrical System</b> <b>UNSPC Code - 48100000</b> <b>Captive-Aire</b> <b>SC-311110FP or Equivalent</b>	1	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS	
3 Phase w/control for 1 exhaust fan, 1 supply fan, exhaust on in fire, lights out in fire, fan(s) on/off thermostatically controlled			
Room temperature sensor shipped loose for field installation			
Inverter duty 3 phase motor required for use with VFD			
Includes 1 duct thermostat kit			
ESV152N02YXB571 variable frequency drive; 2HP Max, 200/240 V, single or three phase input, 7.0 A Max.			
NEMA 1 enclosure with 2RJ-45 for MODBUS			
Digital prewire lighting relay kit (includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>006 – Duct Work</b> <b>UNSPC Code - 48100000</b>	1	EA	\$
<b>MANDATORY SPECIFICATIONS</b>		<b>BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS</b>	
(RC1) Double wall riser cover; used on 16” inner riser, 4” long; 2 layers reduced clearance; 20” stainless steel outer riser shell assembly (includes insulation and single V clamps for inner and outer connections)			
(P1) Double wall duct; 16” inner duct, 47” long – 2 layers reduced clearance – 20” stainless steel outer shell			
(P2) Double wall duct; 16” inner duct, 47” long – 2 layers reduced clearance – 20” stainless steel outer shell			
(P3) Double wall duct; 16” inner duct, 47” long – 2 layers reduced clearance – 20” stainless steel outer shell			
(P4) Double wall duct; 16” inner duct, 47” long – 2 layers reduced clearance – 20” stainless steel outer shell			
(P5) Double wall duct; 16” inner duct, 35” long – 2 layers reduced clearance – 20” stainless steel outer shell			
(P6) Double wall adjustable duct transition plate; 16” inner duct, 2 layers reduced clearance, 20” stainless steel outer shell; min length = 11” / Max Length = 24.5” / Adjustment = 6.5” / adjustable section may need to be cut (includes single and double wall V clamps)			
(P7) duct to curb transition, 26 ½” curb to 16” duct, 16 GA aluminized; used on BDU18			
3M-2000 plus duct; 3M fire barrier 2000 plus silicone; used as sealant to seal duct joints			
Duct; 16” duct, 20” double V clamp, 2R insulation and single V clamp included; reduced clearance			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>007 – Field Wrapper</b> <b>UNSPC Code - 48100000</b> <b>Captive-Aire or Equivalent</b>	1	EA	\$
MANDATORY SPECIFICATIONS		BIDDER TO CONFIRM ITEM BIDDING MEETS SPECIFICATIONS	
Stainless steel hood enclosure from top of hood to ceiling on front and right side			

LINE ITEM	QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
<b>008 – Installation of Additional Equipment</b> <b>UNSPC Code - 48100000</b>	1	EA	\$
MANDATORY SPECIFICATIONS			
Install ovens that are 208V 70A 3 phase; use existing circuit and make final connection; add additional circuit for second oven and supply 1 square D disconnect			
Install range/griddle 208V 400A 3 phase; replace wire for existing circuit to meet correct amperage			
Equipment shall be installed with shunt trip breakers and be connected to exhaust hood system; use 3 square D disconnects supplied by MECC; provide 208V circuits for 2 fan motors, lighting and control panel from disconnect box			
Install control/low voltage wire and temp sensor; shunt trip breakers to be connected to control panel for equipment; provide disconnect means where required			

**Delivery:** The desired delivery is within **thirty (30) calendar days** after receipt of a properly executed order. If vendor’s delivery is different, the vendor should state delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO. **The item(s) awarded, must be delivered and invoiced no later than June 14, 2019, otherwise they will be refused and returned to the vendor.**

**Warranty:** A manufacturer standard warranty shall be provided. This warranty shall be a minimum of five (5) years.

The vendor should state the warranty period below, which shall cover the gate operator system. The warranty shall commence upon delivery and acceptance by BCC.

Warranty: \_\_\_\_\_

**Payment Terms:**

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

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

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

The vendor should indicate agreement/disagreement to allow the Department to make purchases using the State of Missouri 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 \_\_\_\_\_

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**Web Site:** The vendor should state web site address if online invoicing is available:

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**END OF EXHIBIT A, Pricing Page**

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

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
2.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
<b>Total Blind/Sheltered Workshop Percentage:</b>	<b>%</b>	

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
2.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT C**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) 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 each organization documenting the following information with the vendor's bid.

*~ 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 for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_  
(Please Print)

**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, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date*

**EXHIBIT C (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past three (3) years to the state agency or to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents:

- a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

- No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Office of Administration, Division of Purchasing.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: If the SDVE and SDV are listed on the Division of Purchasing’s SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the Division of Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>	
SDV’s Documents - Verification Completed By:	
_____	_____
Procurement Officer	Date

**EXHIBIT D**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- |                      |                                                                                                                                                                                                                                                                                                 |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                      |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.                                                                                                                                                  |

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
*Authorized Representative’s Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date



**EXHIBIT D, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT D, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
<i>Signature of Notary</i>	Date

**EXHIBIT D, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri Department** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity Representative’s Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT E**

**MISCELLANEOUS INFORMATION**

**Employee Bidding/Conflict of Interest:**

<p>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:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>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:</p>	<p>_____ %</p>

**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.</p> <p style="text-align: center;"><a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a></p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____</p> <p>Missouri State Charter # _____</p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number)</p> <p>Stated in section 351.572.1 RSMo,</p> <p>_____</p> <p style="text-align: center;">(State Legal Business Name)</p>

**STATE OF MISSOURI  
DEPARTMENT OF CORRECTIONS**

**TERMS AND CONDITIONS -- REQUEST FOR QUOTATION**

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. CONTRACT ADMINISTRATION**

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section Designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, P.O. Box 236, Jefferson City, MO 65102.

- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

#### 4. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications, requirements or evaluation process of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the RFQ specifically refers the vendor to another contact. Such communication should be received at least five (5) calendar days prior to the official bid target date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFQ, any questions received less than five (5) calendar days prior to the RFQ target date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the RFQ or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. 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.
- e. Some RFQ's may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For RFQ's posted on MissouriBUYS, registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor is registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. The Department reserves the right to officially amend or cancel a RFQ after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the RFQ on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ 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 target end date and time specified in the RFQ.

#### 5. PREPARATION OF BIDS

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

- h. Bids, including all pricing therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Bids may be submitted by a delivered hard copy, by fax to the Department's Purchasing office or by scanning, attaching as a document, and emailing to the email address provided on the RFQ. For bids posted on the MissouriBUYS Statewide eProcurement System, registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the RFQ, and be priced as required. Vendors are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail, and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the vendor to ensure their bid is in the Department's Purchasing office prior to the target date and time specified in the RFQ. Bids with electronic signatures will not be accepted.
- b. The envelope or container containing a bid should be clearly marked on the outside with the official RFQ number *and* the official target date and time. Scanned and emailed bids should clearly mark the RFQ number and target date and time in the subject line of the email. Different bids should not be placed in the same envelope, fax or scanned email; however, copies of the same bid may be placed in the same envelope, fax or scanned email.
- c. A bid which has been delivered to the Department's Purchasing office may be modified by a signed, written notice which has been received by the Department's Purchasing officer prior to the official target date and time specified. A bid may also be modified in person by the vendor or its authorized representative provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official target date and time. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official target date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid target date and time through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors submitting a hard copy must sign and return the RFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all the RFQ terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

## 7. PREFERENCES

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

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.

- e. In the event all vendors fail to meet the same mandatory requirement in an RFQ, 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.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from a vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful vendor. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the 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.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

## **9. CONTRACT/PURCHASE ORDER**

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

## **10. INVOICING AND PAYMENT**

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

## **11. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver from



entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

## **12. INSPECTION AND ACCEPTANCE**

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

## **13. WARRANTY**

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

## **14. CONFLICT OF INTEREST**

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

## **15. CONTRACTOR STATUS**

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

## **16. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the 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.

## **17. SEVERABILITY**

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

## **18. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum, the contractor must provide Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

#### **19. TERMINATION OF CONTRACT**

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

#### **20. ASSIGNMENT OF CONTRACT**

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

#### **21. COMMUNICATIONS AND NOTICES**

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

#### **22. FORCE MAJEURE**

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

#### **23. CONTRACT EXTENSION**

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

#### **24. INSURANCE**

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

#### **25. BANKRUPTCY OR INSOLVENCY**

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

#### **26. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **27. CONTRACTOR PROPERTY**

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

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

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

#### **29. AMERICANS WITH DISABILITIES ACT**

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

#### **30. FILING AND PAYMENT OF TAXES**

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

#### **31. TITLES**

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

**Revised 06/06/2017**