



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CONSERVATION (MDC)
 INVITATION FOR BID (IFB)

IFB NO.: MDC22018
 TITLE: Food Plot Seed (SDA 374-0627)
 ISSUE DATE: July 23, 2021

CONTACT: Lisa Larivee
 PHONE NO.: 573-522-4115, ext. 3321
 E-MAIL: Lisa.Larivee@mdc.mo.gov

RETURN BID NO LATER THAN: August 6, 2021 at 2:00 PM CST

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below).

MAILING INSTRUCTIONS: Print or type the IFB Number and Return Due Date on the lower left-hand corner of the envelope or package. Delivered bids must be in MDC's office by the return date and time. Emailed responses may be sent to the address above.

Missouri Department of Conservation
 Attention: Lisa Larivee
 P.O. Box 180
 Jefferson City, MO 65102-0180

CONTRACT PERIOD: Date of award through November 1, 2021.

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

Missouri Department of Conservation
 Peck Ranch Conservation Area (Carter County)

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of this Invitation for Bid (Revised 1/27/21). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Department or when the Notice of Award is signed and issued by an authorized official from the Department, a binding contract shall exist between the vendor and the Department.

SIGNATURE REQUIRED

VENDOR NAME		MISSOURIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		E MAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Conservation as follows for line items: _____:

Contract # _____ Contract Period: _____ through _____

 Lisa Larivee, Purchasing Services Analyst Date Approved By: _____
 Initials

SOLICITATION ORGANIZATION

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

- Part One: Introduction and General Information
- Part Two: Scope of Work
- Part Three: Contractual Requirements
- Part Four: Bid Submission Information and Requirements
- Exhibit A: Pricing Page
- Exhibit B: Participation Commitment
- Exhibit C: Documentation of Intent to Participate
- Exhibit D: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Exhibit E: Miscellaneous Information Request
- Terms and Conditions

END OF SOLICITATION ORGANIZATION

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written.

1.1 Purpose:

1.1.1 This document constitutes an invitation for competitive bids for the provision of food plot seed for the Missouri Department of Conservation (hereinafter referred to as "Department") in accordance with the requirements and provisions stated herein.

1.2 Questions Regarding the IFB:

1.2.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

- a. The vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer. It is preferred that questions be emailed to the buyer at Lisa.Larivee@mdc.mo.gov.
- b. All questions and issues should be submitted at least five (5) business days prior to the return date of the bid. If not received prior to five (5) business days before the bid return date, the Department may not be able to fully research and consider the respective questions or issues.
- c. Upon the Department's consideration of questions and issues and if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB addendum. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e.; formal question/answer document).

NOTE: The only official position of the Department shall be that which is contained in the IFB and any addendums thereto.

1.3 Background and Historical Usage Information:

1.3.1 The Missouri Department of Conservation's mission is to protect and manage the fish, forest, and wildlife resources of the state, to serve the public and facilitate their participation in resource management activities, and to provide opportunities for all citizens to use, enjoy and learn about fish, forest, and wildlife resources.

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

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the IFB includes requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory requirements that must be adhered to by the Department and the contractor, unless changed by a contract amendment.

2.1 General Requirements:

- 2.1.1 The contractor shall provide food plot seed in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 The contractor shall understand and agree that it is their responsibility to become familiar with the conditions that exist prior to award of the contract. The contractor shall not be relieved of the performance of the provisions and requirements specified herein.
- 2.1.3 The contractor shall provide all equipment, labor, and other materials necessary to perform the services unless otherwise indicated and submit a bid based on pricing as listed on the Pricing Page.
- 2.1.4 The contractor will agree that children or juveniles will not be allowed to accompany the contractor or contractor's employees on the job site.
- 2.1.5 The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the Department. Any subcontractors used in conjunction with this agreement shall be bound to the same requirements placed on the contractor.
- 2.1.6 The contractor understands that there may be hazardous conditions and the contractor hereby voluntarily accepts and assumes all risks from these conditions and agrees to incur these risks as a condition of the contract.
- 2.1.7 This contract may not be assigned in whole or in part by the contractor without written consent of the Department.
- 2.1.8 The contractor shall agree that this agreement shall not be amended or modified except in writing and signed by all parties of the original agreement.
- 2.1.9 The contractor agrees to comply with all applicable laws of the State of Missouri.
- 2.1.10 This contract shall be interpreted in accordance with the laws of the State of Missouri. It is mutually agreed that the venue for any cause of action regarding this contract shall be the Circuit Court of Cole County, Jefferson City, Missouri.

2.2 Specifications

- 2.2.1 See Pricing Page.

2.3 Product Requirements:

- 2.3.1 Product Requirements/Specifications:
 - a. Contractor Sample Assurance: The contractor shall provide products that conform to all mandatory specifications, terms, conditions, and requirements stated herein. No substitutions of such product

shall be made without the prior written approval of the Department. Only substitutes that are equivalent or better than such product, and equal to or less in price, shall be considered for approval.

- b. Estimated Order Quantities – The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered incrementally, at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The Department makes no guarantees about single order quantities or total aggregate order quantities.
- c. Substitution of Product – The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.
 - 1) In the event an item becomes unavailable, the contractor shall provide a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - 2) 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.
 - 3) Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.
 - 4) 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.

2.3.2 Contractor Sample Assurance:

2.3.3 The contractor shall agree that the product provided under contract shall conform to all mandatory specifications, terms, conditions, and requirements stated herein. Furthermore, if the product has been sample tested, the contractor shall agree that the same product submitted for sample testing and which passed the sample testing shall be provided to the Department for the duration of the contract. No substitutions of products shall be made without prior written approval of the Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

2.3.4 The contractor must be able to provide an independent seed analysis tag upon request of the potential ordered seed to ensure it meets specifications.

2.4 Delivery Requirements:

2.4.1 The contractor must deliver seed within fourteen (14) calendar days from award by the Department. The Department estimates a delivery date of August 17 through August 21.

2.4.2 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. 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.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall be paid seed in accordance with the firm, fixed price stated on the Pricing Page of this document after acceptance of services by Department.

The contractor shall submit to the Department an itemized invoice for services upon completion and acceptance of a department's project area scope of work.

Invoices shall be sent to:

Missouri Department of Conservation
Attn: Kolt Johnston, Wildlife Management Biologist
Rt. 1 Box 1395
Winona, MO 65588

Or via email to Kolt.Johnston@mdc.mo.gov

- 2.5.2 The Department shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply the Department's payments to the invoices.
- b. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

This section of the IFB includes the contractual requirements and provisions that shall govern the contract after IFB 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 Contract:

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

- 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.

3.2 Contract Period:

3.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.

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

- 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 IFB.

3.3 Termination:

3.3.1 The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data ,reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The contractor shall be entitled to receive

compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

3.4 Transition:

3.4.1 The contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

3.4.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department.

3.5 Contractor Liability:

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

- 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.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above), and/or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.5.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.6 Insurance:

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

- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days prior to such cancellation.

3.7 Subcontractors:

- 3.7.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 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.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.8 Participation by Other Organizations:

- 3.8.1 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 SDVE 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.
- d. No later than thirty (30) calendar days after the contract end date, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration, Division of Purchasing's website at <https://oa.mo.gov/purchasing/vendor-information> or another affidavit providing the same information.

3.9 Authorized Personnel:

- 3.9.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - 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 Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department 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 (25%) 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.

3.10 Contractor Status:

- 3.10.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or 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.

3.11 Coordination:

- 3.11.1 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 throughout the effective period of the contract.

3.12 Property of State:

- 3.12.1 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 Department. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- a. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the Department.

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the vendor that are integral to vendors offering a bid. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a bid.

4.1 Introduction:

4.1.1 The vendor's bid should include a complete plan for accomplishing the tasks described in this IFB and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this IFB. The vendor's plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

4.1.2 This section describes the contents and format designed to ensure completeness in the vendor's bid. The intent of the instructions contained herein is to standardize the bids to enable equitable measurements for competitive review for awarding to the lowest and best responsive vendor with a bid that is the most advantageous to the state.

4.2 Submission of Bids:

4.2.1 MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through Proactis (<https://www.missouribuys.mo.gov>).

a. Vendors have the option of submitting their solicitation response either as an electronic response or as a hard copy 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/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf. (This document is also on the Bid Board referenced above.)

b. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the "Register" button at the top of the page, and completing the Vendor Registration.

4.2.2 Electronic Response in MissouriBUYS – Registered vendors are encouraged to submit their entire bid 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 solicitation as an attachment to the electronic response. Be sure to include the bid number, company name, and a contact name on any attachments. The registered vendor should review the solicitation submission provisions carefully to ensure they are providing all required pricing.

a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, 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.

1) To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel. If using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's bid.

- 4.2.3 Hard Copy Bid Response - 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 solicitation submission provisions carefully to ensure they are providing all required pricing.
- a. The vendor should include the bid number, company name, and a contact name on the hard copy bid response documents.
- 4.2.4 The vendor is solely responsible for ensuring timely submission of their bid, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the bid submission end date to complete and submit a bid to the solicitation, particularly in the event technical support assistance is required, places the vendor and their bid at risk of not being accepted on time.
- a. 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 Department shall consider the response which serves the Department's best interest.
- 4.2.5 Compliance with Terms and Conditions – Vendors are cautioned that the Department shall not award a non-compliant bid. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB may result in the vendor's bid being rendered as non-responsive and eliminated from further consideration for award.
- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
 - b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between the vendor's bid and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the Department's terms and conditions may render a vendor's bid unacceptable and removed from consideration for award.

4.3 Confidential Materials:

- 4.3.1 Pursuant to section 610.021, RSMo, the vendor's bid and related documents 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. Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
 - b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its bid, all material submitted by the vendor in conjunction with the IFB is subject to release in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to the Department. The vendor should presume information provided to the Department in a bid will be public and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety. It is not the

State of Missouri's intention to have requested any confidential material as part of the vendor's bid. Therefore, vendors should NOT include confidential material with their bid.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire bid including client lists, references, proposed personnel, and methodology including deliverables;
 - 2) Vendor's pricing; and
 - 3) Vendor's product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. Online Bid - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid and submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

4.4 Bid Format:

- 4.4.1 To facilitate the evaluation process, the vendor should organize their bid into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the bid. The bid should be page numbered and should have an index and/or table of contents referencing the appropriate page numbers.
 - a. Signed page one from the original IFB and all signed addendums should be placed at the beginning of the bid.
 - b. Cost Bid (Exhibit A, Pricing Page)
 - c. Miscellaneous Exhibits and Information:
 - 1) Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit B – Participation Commitment
 - Exhibit C – Documentation of Intent to Participate
 - 2) Miscellaneous Information

- Exhibit D – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
- Exhibit E – Domestic Products Procurement Act (Buy American)
- Exhibit F – Miscellaneous Information

4.5 Evaluation and Award Process:

4.5.1 The award shall be made to the lowest priced responsive bidder for each line item meeting the specifications. Award will be made for each line item using a primary, secondary, and tertiary method based on the amount of seed each bidder can offer (e.g. The Department desires 1,000 lbs. of Seed Type A, if the primary contractor can only supply 800 lbs., the secondary contractor will be asked to supply the remaining 200 lbs., etc.)

4.6 Evaluation of Cost:

4.6.1 Pricing – The vendor must provide pricing as required on the Pricing Page.

4.6.2 Cost Evaluation – The cost evaluation shall be based on the total cost determined by multiplying the unit prices quoted on the Pricing Page by the respective quantities provided for the original contract period.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	$\frac{200 \text{ Maximum Cost}}{\text{Evaluation Points}}$	=	$\frac{\text{Awarded Cost}}{\text{Evaluation Points}}$
--	---	---	---	--

4.6.3 If the unit of measure specified on the Pricing Page is different than the manner in which the vendor offers that item, the vendor must clearly identify the unit of measure being proposed on the Pricing Page. The vendor should show all mathematical conversions and must provide the mathematical conversion upon specific request from the buyer.

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

4.6.4 The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

4.6.5 The cost evaluation shall include all mandatory requirements. However, the Department reserves the right to evaluate optional items, if deemed necessary.

4.7 Organization for the Blind and Sheltered Workshop Preferences:

4.7.1 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.

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

- a. 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.
- b. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop 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:

4.7.3 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.

- a. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

- b. Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$. 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.

- 4.7.4 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.
- 4.7.5 Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, or 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 letter of intent.

- 4.7.6 A list of Missouri sheltered workshops can be found at the following Internet address:
- Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>
- 4.7.7 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>
- 4.7.8 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.

4.8 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:

- 4.8.1 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.
- 4.8.2 In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- a. 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.
 - b. 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.

4.8.3 In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the bid:

- a. 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.
- b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, or 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.
- c. 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:
 - 1) 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:

- 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.
- If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above:

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

4.8.4 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.

4.8.5 Definition - Qualified SDVE:

- a. 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;
- b. 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;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. 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

- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.9 Other Bid Submission Requirements:

- 4.9.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” ([Section: 285.0525 Definitions. RSMO 285.525](#)), the vendor must affirm the vendor’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 vendor 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.
- 4.9.2 The Domestic Product Procurement Act – In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
 - a. Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.
 - b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
 - c. If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
 - d. In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore, the vendor should complete and return Exhibit E, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
 - e. If the lowest priced vendor qualifies as American-made or in the event of all the vendors or none of the vendor qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced vendor does not qualify for the Buy American preference but other vendors do qualify, then the low vendor’s price(s) is increased by ten percent (10%) for those items not eligible for the Buy American preference.
- 4.9.3 Miscellaneous Information – The vendor should complete and submit Exhibit F, Miscellaneous Information.
- 4.9.4 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 addendum, signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance 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 PART FOUR: BID SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A

PRICING PAGE

Food Plot Seed– The vendor shall provide a price for each of the following for providing the services required herein in accordance with the provisions and requirements of this IFB. The vendor shall provide firm, fixed prices for the original contract period. All costs associated with providing the required services, including delivery, shall be included in the stated price(s). Prices shall include all packing, handling, shipping, and freight charges **FOB Destination, Freight Prepaid and Allowed.**
 (UNSPSC Code: **10150000**)

Line Item	Seed Type	Total Pure Live Seed Lbs.	Min % Purity	Min % Germination	Total Bulk Lbs.	Unit Per Lb. Price	Extended Total Price
1	Wheat (Forage Variety)	12,500	98	85		\$	\$
2	Barley (Moby or similar Forage Variety)	15,000	98	85		\$	\$
3	Turnips	1000	98	85		\$	\$
4	Improved Orchard Grass (Shiloh or Equivalent)	400	98	90		\$	\$
5	Improved Ladino Clover (Coated and Pre-inoculated)	2,000	65	90		\$	\$
6	Winter triticale (forage variety)	2,500	98	85		\$	\$
7	Forage Rape	2,000	98	85		\$	\$
8	Medium Red Clover (Coated and Pre-Inoculated)	1,100	65	90		\$	\$
9	Alfalfa Forage Variety (Venus or similar variety) (Coated and Pre-inoculated)	2,000	65	90		\$	\$

No Bid may be emailed to Lisa.Larivee@mdc.mo.gov

 Company Name and Signature

 Date

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.

Organization for the Blind/Sheltered Workshop Commitment Table	
<ul style="list-style-type: none">• 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.• The vendor must either be an organization for the blind or a 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 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.	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The 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 provide/perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

EXHIBIT B, continued

SDVE Participation Commitment Table		
<ul style="list-style-type: none"> • 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. • The vendor must either be an organization for the blind or a 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 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. 		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to provide/perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
Total SDVE Percentage:	%	

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 a 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, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of certification)

Expiration Date: _____

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, and unless the Service-Disabled Veteran's (SDV) documents were 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 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 Department 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 Department.

- 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 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 herein, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
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 vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	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 https://www.e-verify.gov/ .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Office of Administration, Division of Purchasing.

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 vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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

(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 vendor’s name and the MOU signature page completed and signed by the vendor 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
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

Qualifying for the Domestic Products Preference:

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

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

Non-Domestic Product:

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

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

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

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

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

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

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

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:	<input type="checkbox"/>
--	--------------------------

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

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	<input type="checkbox"/>
---	--------------------------

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

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

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

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

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

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

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)			
<ul style="list-style-type: none"> List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference. List country where product bid is manufactured or produced. 			
Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)			
<ul style="list-style-type: none"> List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies. Identify country where proposed foreign-made product is manufactured or produced. Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free. Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation. NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free. 			
Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)			
<ul style="list-style-type: none"> List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good. Identify country where proposed foreign-made product is manufactured or produced. Identify sole US manufacturer name. Identify name of sole US manufactured product/line of particular good. 			
Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole U.S. Manufactured Product or Line of Particular Good

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)
COMPANY NAME

EXHIBIT E

MISCELLANEOUS INFORMATION

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CONSERVATION
TERMS AND CONDITIONS -- INVITATION FOR BID

TERMINOLOGY/DEFINITIONS

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

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

APPLICABLE LAWS AND REGULATIONS

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

OPEN COMPETITION/INVITATION FOR BID 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 or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar day prior to the official bid opening 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 IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening 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 IFB 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. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement system to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB 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 IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notifications of a cancellation issued prior to the exact end date and time specified in the IFB.

PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The 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 offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all prices therein, shall remain valid for ninety (90) calendar days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign 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.

SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement system at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Department office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Department office or via e-mail to the address indicated on the cover page of the IFB. Delivered bids must be sealed in an envelope or container, and received by the Department no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department. However, it shall be the responsibility of the vendor to ensure their bid is in the Department office no later than the exact date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official opening date and time. A bid which has been delivered to the Department office may be modified by signed, written notice which has been received by the Department prior to the official opening 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 opening date and time. Telephone 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 opening date and time. A bid which has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the 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 IFB terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to the Department must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and/or e-mailed bids shall not be accepted unless otherwise specified on Page 1.

BID OPENING

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

PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended 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 State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB, and (3) complies with Chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the Department may negotiate for the required supplies.
- 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 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 Department.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. The Department posts all bid results on the MissouriIBUYs Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. 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.
- 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(9).
- n. The final determination of contract(s) award shall be made by the Department.

ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Transactions Act (§ 432.200 et seq., RSMo) as amended from time to time.

CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the bid by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

INVOICING AND PAYMENT

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

DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

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.

WARRANTY

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

CONFLICT OF INTEREST

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

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.

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 ten (10) business days from notification, or at a minimum the contractor must provide the Department within ten (10) business 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 be deemed a 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 funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.

COMMUNICATIONS ANDNOTICES

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

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.

INVENTIONS, PATENTS AND COPYRIGHTS

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

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.
- 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, removal from all vendors lists 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.

AMERICANS WITH DISABILITIES ACT

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

FILING ANDPAYMENT OF TAXES

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

TITLES

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

Revised 1/27/21 (MDC)