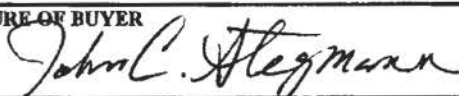
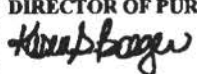




NOTICE OF AWARD

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

SOLICITATION NUMBER RFPC30034901901369	CONTRACT TITLE Ferromagnetic Metal Detectors
CONTRACT NUMBER CC191369001	CONTRACT PERIOD April 1, 2019 through March 31, 2020
REQUISITION NUMBER NR 931 YYY18709200	VENDOR NUMBER 4650103780 0/MB00091689
CONTRACTOR NAME AND ADDRESS Metrasens Inc. 2150 Western Court, Suite #350 Lisle, IL 60532	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Metrasens Inc. in response to RFPC30034901901369 is accepted in its entirety.	
BUYER John C. Stegmann	BUYER CONTACT INFORMATION Email: john.stegmann@oa.mo.gov Phone: (573) 751-2497 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/29/19
DIRECTOR OF PURCHASING 	



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901901369
TITLE: Ferromagnetic Metal Detectors
ISSUE DATE: 12/27/18

REQ NO.: NR 931 YYY18709200
BUYER: John C. Stegmann
PHONE NO.: (573) 751-2497
E-MAIL: john.stegmann@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 1/11/2019 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

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

CONTRACT PERIOD: Date of Award through One Year

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

Department of Corrections
Various Locations throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Metrasens Inc	91689
MAILING ADDRESS	
2150 Western Court Suite # 350	
CITY, STATE, ZIP CODE	
Lisle, IL 60532	

CONTACT PERSON	EMAIL ADDRESS
Mike Hynes	mhynes@metrasens.com
PHONE NUMBER	FAX NUMBER
630 541-6509 e 125	630 541-5733
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	1/8/19
PRINTED NAME	TITLE
JAMES M. VISCARDI	VICE PRESIDENT

Instructions for Submitting a Solicitation Response

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

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

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

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

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

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a 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 proposal.
- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

- o In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

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

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

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

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

- o **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

*****END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE*****

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective vendors to establish a contract for the purchase of ferromagnetic metal detectors in accordance with the requirements and provisions stated herein. This solicitation is a rebid of RFPC30034901901062.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the current contract (C116005001) and the previous procurement documentation (BIZ16005) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing>.

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

2. CONTRACTUAL REQUIREMENTS

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

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Price:

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

2.4 Renewal Periods:

- 2.4.1 The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic.
 - a. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 2.4.2 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.4.3 The Division of Purchasing reserves the right, in addition to the above, to renew those portions of the contract necessary to provide parts and optional maintenance service for the equipment for two additional one-year periods, or a portion thereof. In the event the Division of Purchasing exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. Prices shall be mutually agreed upon in writing by both the contractor and the Division of Purchasing at the time the option is exercised and prior to the performance of any service under the option.
- 2.5 Independent Contractor:**
- 2.5.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.6 Coordination:**
- 2.6.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 2.7 Estimated Quantities:**
- 2.7.1 The quantities indicated in this Request for Proposal 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 State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.8 Insurance:**
- 2.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.9 Termination:

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

2.10 Payments and Invoices:

- 2.10.1 The State of Missouri 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>.
- 2.10.2 Each contractor invoice must be 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 state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.10.3 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.11 Participation by Other Organizations:

- 2.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- 2.11.2 The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- 2.11.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.11.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to

secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.12 Contractor's Personnel:

- 2.12.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.12.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.12.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.13 Subcontractors:

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

2.14 Prison Rape Elimination Act (PREA) Requirements:

- 2.14.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 2.14.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
 - a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.14.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 2.14.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.14.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

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

3. PERFORMANCE REQUIREMENTS

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

3.1 General:

3.1.1 The contractor shall provide the ferromagnetic metal detectors on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the metal detection systems.

3.2 Substitutions:

3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

3.2.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

3.2.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

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

3.2.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.3 Repair or Replacement of Damaged Product:

3.3.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3.4 Delivery Performance:

3.4.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped *FOB 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 state agency.

3.4.2 The correctional institutions listed on **Attachment #1** are all potential delivery locations; therefore, the contractor must be prepared to deliver to any location at the same pricing quoted on the contract pricing page. Delivery to all

locations listed may not occur. Each location may have different delivery days and hours. The state agency observes state holidays; therefore, any shipments received on state-observed holidays or during non-standard operating hours shall be re-shipped at the contractor's expense. The contractor shall contact each location prior to delivery for specific instructions on accepted dates and times for delivery.

- 3.4.3 Deliveries shall be made as requested by the ordering institution. The contractor must coordinate his/her delivery schedule with the ordering institution. Any change in the delivery schedule must be approved by the ordering institution a minimum of twenty-four (24) hours in advance prior to the implementation date of such change.

3.5 Invoicing Requirements:

- 3.5.1 The contractor shall submit the invoices to the below address.

- a. Missouri Department of Corrections
Attn: Fiscal Management Unit/Accounts Payable
P.O. Box 236
Jefferson City, MO 65102

3.6 Warranty Requirements:

- 3.6.1 The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. At a minimum, the standard manufacturer's warranty shall provide any replacement parts and repair service at no additional cost to the state during the warranty period. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

3.7 Training:

- 3.7.1 It is highly desirable that the contractor provide training required for successful operation of the equipment. If provided, technical training shall take place on site at the location where units are being ordered. If provided, training shall include all trainers' fees, travel expenses, such as airfare, local transportation, meals and lodging, as well as all necessary training materials and support.
- 3.7.2 The contractor may schedule trainings for multiple locations on one day as agreed upon by the state agency and contractor.

3.8 Technical Support:

- 3.8.1 The contractor should provide telephone customer support Monday through Friday, 8 a.m. to 5 p.m. It is highly desirable that the contractor provide a toll free telephone number for support. In addition, the contractor should provide emergency technical support for after business hours and weekends.

3.9 Documentation

- 3.9.1 The contractor shall provide one (1) complete operation manual for each metal detection system upon delivery of the equipment at no additional cost to the state. The operation manual must include basic operating procedures for all features of the metal detection system.

3.10 Reports Requirement:

- 3.10.1 Upon request, at no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

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

4. VENDOR'S SUBMISSION INFORMATION

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

4.1 Contact:

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

4.2 Open Competition:

4.2.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

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

4.3 Business Compliance:

4.3.1 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 Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

4.4 Submission of Proposals:

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

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting

electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

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

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

4.5 **Confidentiality Materials:**

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

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

4.5.3 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 proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals 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 proposal in its entirety.

4.5.4 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

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

- 4.5.5 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal 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.
- 4.5.6 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal 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.
- 4.5.7 Imaging Ready: Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.6 Price Submission and the Evaluation of Cost:

- 4.6.1 The vendor shall submit a firm fixed unit price for each line item the vendor chooses to propose on the Pricing Page of the RFP. The pricing shall be quoted FOB Destination, Freight Prepaid and Allowed. The pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.
- 4.6.2 The evaluation of cost shall be objective based on the firm, fixed prices stated on the Pricing Page. The cost evaluation shall include all mandatory requirements, including delivery, warranty and documentation. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary. The cost evaluation shall be completed as follows:
- a. The firm, fixed unit price submitted for line item 1 shall be multiplied by the estimated quantity indicated on the Pricing Page of the RFP for the original contract period. The evaluation shall consider a quantity of one (1) each for each of the succeeding renewal periods.
 - b. The lowest overall total for line items 1 shall receive the maximum allowable cost points (100 points). All competitors shall be prorated between vendors based on the lowest vendor's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Allowable Cost Points}}{\text{Points}} = \text{Cost evaluation points for line item 1}$$

- c. The firm, fixed unit price submitted for line item 2 shall be multiplied by the estimated quantity indicated on the Pricing Page of the RFP for the original contract period. The evaluation shall consider a quantity of one (1) each for each of the succeeding renewal periods.

- d. The lowest overall total for line items 2 shall receive the maximum allowable cost points (100 points). All competitors shall be prorated between vendors based on the lowest vendor's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Allowable Cost Points}}{\text{Points}} = \text{Cost evaluation points for line item 2}$$

4.7 Product Demonstration:

- 4.7.1 The vendor shall provide a demonstration of his/her system's capabilities onsite in Jefferson City, Missouri on a predetermined date after the RFP has closed. The demonstration will be conducted by the Department of Corrections in conjunction with the Division of Purchasing. The only allowed location for the product demonstration will be in Jefferson City, Missouri. The vendor's failure to conduct a product demonstration may negatively impact the evaluation of the vendor's proposal.
- 4.7.2 The demonstration will test the product's capabilities on how well it identifies contraband (i.e. cell phones, knives, razor blades) that could potentially cause an issue if brought into a facility.
- a. All proposed products will undergo the same testing to gauge the product's capabilities.
- 4.7.3 All travel and other expenses incurred by the vendor regarding the demonstration will be the responsibility of the vendor.

4.8 Determination for Award:

- 4.8.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 4.8.2 The State of Missouri reserves the right to reject any proposal which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years, and/or 4) failure to meet product demonstration. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.

4.9 Domestic Product Procurement Act:

- 4.9.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.9.2 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.
- 4.9.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.9.4 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 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

- 4.9.5 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 A**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 4.9.6 If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary. 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 10% for those items not eligible for the Buy American Preference.
- 4.9.7 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details with the proposal.

4.10 Preference for Organizations for the Blind and Sheltered Workshops:

- 4.10.1 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.
- a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
- (1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - (2) The services performed or the products provided by the 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.
 - (3) 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 proposal.
 - (4) 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.
- b. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$. 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.

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

c. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

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

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

e. 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.

4.11 Missouri Service-Disabled Veteran Business Preference:

4.11.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit D and the documentation specified on Exhibit D in accordance with the instructions provided therein, no preference points will be applied.

4.11.2 If the lowest priced vendor qualifies for the preference, or in the event none of the vendors qualify for the preference, no further calculation is necessary.

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

<u>Lowest Responsive Vendor's Price</u> Compared Vendor's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.12 Affidavit of Work Authorization and Documentation:

4.12.1 Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), 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 E**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

4.13 Description of Product:

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

4.14 Preprinted Marketing Materials:

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

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

4.15 Proposal Detail Requirements and Deviations:

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

4.15.2 **Vendors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.16 Open Competition:

4.16.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

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

***** END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS *****

PRICING PAGE

The ferromagnetic metal detectors shall conform to the specifications contained herein. The vendor must state a firm, fixed unit price for the line item the vendor chooses to propose, i.e. either line item 1, 2 or both. The price stated must include delivery, training, warranty and product documentation. The price shall be quoted *FOB Destination, Freight Prepaid and Allowed* and shall be considered firm and fixed for the duration of the contract period.

LINE ITEM	MANDATORY SPECIFICATIONS	EST QUANTITY	UNIT	UNIT PRICE	FIRST RENEWAL PRICE	SECOND RENEWAL PRICE
1	UNSPSC Code: 46171633 Security metal detectors Ferromagnetic metal detection system One pole walk-by system	5	each	\$10,195.00	\$10,195.00	\$10,195.00

In addition to the following minimum mandatory required equipment, the metal detector shall be equipped with all standard equipment for the model specified.

The vendor is highly encouraged to give a detailed response in the available spaces by each specification detailing how the metal detector proposed meets the specification. Responses of "Agreed", "Comply", "Meets Specifications", "Yes", or "No" do not constitute an appreciable "detail" for a response.

MANDATORY REQUIREMENTS	VENDOR'S RESPONSE
One pole walk-by system	Cellsense Plus is a single pole system that can be removed from its' base to allow many different configurations for use. It can be wall mounted (without the base) and will have no-more than a 3-inch profile. It can also be used flat on a table without any chance of falling off the table with its flat surface. Additionally, it can be suspended over 2 milk crates or chairs and items can be screened by sliding them underneath the Cellsense.
Passive detection with no health risks to users, i.e., no medical condition use limitations, such as pacemaker or pregnancy	Cellsense Plus is a passive system and causes no health risks since it has no emissions. Our technology is unlike traditional metal detectors that emit RF and may have associated health risks. There are no health risks with Cellsense Plus
Full field body scanner, from floor to top of head	Cellsense Plus scans from floor to head of person walking by. Other systems have copied our product form, but none have been successful in matching our detection capability. Our Technology Team, are world leaders in ferro-magnetic detection, and they have created this technology to meet the needs of many industries, but especially the corrections and security markets. Cellsense outperformed the competition during the last MO procurement and every other test since that time. Cellsense Plus has been enhanced with additional detection capability and will detect tiny ferrous metal objects, even small items like razors, needles and tattoo kits. MO DOC has had tremendous success using Cellsense with nearly 60 systems throughout the department. We strongly encourage you to go forward with Cellsense Plus. Additional Cellsense Plus enhancements include; ➤ Increased Sensitivity - 33% extra sensitivity in

	<p>the main detection zone (waist region)</p> <ul style="list-style-type: none"> ➤ Decreased Environmental Alerts - Cuts interference from surrounding activity, 50% fewer unwanted alerts. ➤ Brighter LED light setting – For use outside ➤ Enhanced Durability – larger grommets to protect against drops/misuse ➤ 1 Extra Year Warranty – Cellsense Plus has a 3 year warranty on the unit ➤ New Front Charging Socket - Easily plug Cellsense Plus into wall socket for continuous use ➤ Eliminated yellow/amber light ➤ Connectivity potential for Alarm Output Box
Full body scan with single walk-by	Cellsense provides a full body scan by walking by. Metrasens has developed several additional screening techniques and has U.S. patents pending that we will share with MO DOC if awarded this contract.
Complete body cavity detection; detection not minimized by body, leather, or other means of concealment	MO DOC has used Cellsense for several years and has had numerous items detected within the human body. Some items were as small as a partial needle in an inmates' backside. Nothing can shield ferrous metal from Cellsense Plus . We are working with 40 State DOCs, including MO DOC. Our company is selected each time for several reasons. First our technology and product were created and constructed for the corrections industry. The effectiveness is unmatched in ability to detect all cellphones and other dangerous contraband. Even handcuff keys and bobby pins are easily detected by Cellsense Plus . Secondly, Cellsense Plus is rugged and will with-stand harsh treatment. You can feel it when you hold and use it. Third, it is very easy to use and was made with the Keep It Simple Silly (KISS) approach because corrections officers have life threatening jobs, and our products are built to keep them safe. Over the last 7 years of building Cellsense and now Cellsense Plus , we have received numerous emails and pictures of small items that were recovered inside the human body, mattresses, and even inside peanut butter jars. We are happy to share these and our references.
360-degree field of detection	Cellsense Plus provides 360-degree field of detection
No positive alarm when operated near a moving metal door	Cellsense Plus has been enhanced for Decreased Environmental Alerts , by bringing the screening area closer to cut out interference from surrounding activity, 50% fewer unwanted alerts from things outside the immediate screening area. This includes moving metal doors and other non- screened items.
Fully portable	Cellsense Plus is highly portable but made of airplane grade aluminum to withstand rough handling.
Capable of being set up by one person	Cellsense Plus can be carried and set-up by 1 person within 30 seconds. No other system is ready to go as quickly as Cellsense. Cellsense comes with a hard-

	sided wheeled carry case for ease of transport and protection.
Single piece unit with a total weight of 25 lbs. or less OR Detection device able to separate from base with each piece being 25 lbs. or less	OR Cellsense Plus can be separated from its base, with each piece weighing less than 25lbs.
Ability for covert detection through walls or screens	Cellsense Plus will "see" through screens and walls for covert detection. Nothing can shield ferrous metal objects from Cellsense Plus , regardless if it is concrete block walls, human flesh, or duct tape. These are "invisible" to Cellsense Plus and will not detract from its' detection capability. In addition, Cellsense Plus may be used with our Alarm Output Box where you can integrate into any system you choose. We have added a "no-light" setting where Cellsense Plus is on and active but looks as if it were shut off. The Alarm Output Box has 3 dry cell ports for connectivity to other systems (CCTV, Ingress/Egress systems etc.). We have attached pictures where we demonstrated this at ACA and connected to a camera and monitor. The green circle on the monitor "mirrors" Cellsense Plus as "all clear". When Cellsense Plus detects ferrous metal, it turns "Red" and so does the circle on the monitor. In the Covert mode, the person being screened does not know they are being screened.
Ability to use multiple devices in tandem without interfering with each other	Cellsense Plus may and can be used in tandem without interfering with each other.
No special programming or electronic skills shall be required for set-up, calibration or operation	Cellsense Plus is designed to be simple to use. On/off and one control for ease-of-use is the latest design. We have eliminated the amber/yellow light (and control knob) to make it much easier. The Cellsense Plus system, when turned on, is ready to operate within 15 seconds.
Detects cell phones turned on and off	Cellsense Plus will detect all cellphones regardless of being active (on or off), regardless of size, and even with or without the cellphone battery present
Detects all ferromagnetic objects	Cellsense Plus detects all ferrous metal objects
No effect on electronic devices	Cellsense Plus will have no effect on electronic objects
Interior or exterior use in wet or dry conditions	Cellsense Plus may be used indoors or outdoors in wet or dry conditions. The bright light setting on Cellsense Plus is especially helpful for ease-of-use
Ability to use on concrete and in high metal environments with no interference or hindrance to performance	Cellsense Plus can be used on concrete in high metal environments with no interference and no hindrance to performance
AC/DC operation	Yes – AC/DC operation. Can be plugged into a standard electrical outlet for continual stationary use or unplugged and used with its' internal battery pack for use anywhere.
Minimum fifteen (15) hour operation time on maximum five (5) hour charge time	Utilizing the installed battery pack, it can be used up to 16 continuous hours (efficiency mode) or 12 continuous hours (in bright light mode). The maximum recharge time is 4 hours

(continued on next page)

Metrasens CellSense Plus or approved equivalent

Vendor to state the following:

Brand/Model No.: **Metrasens - Cellsense Plus #2389**

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

LINE ITEM	MANDATORY SPECIFICATIONS	EST QUANTITY	UNIT	UNIT PRICE	FIRST RENEWAL PRICE	SECOND RENEWAL PRICE
2	UNSPSC Code: 46171633 Security metal detectors Ferromagnetic metal detection system Two-pole walk through with pressure sensitive mat	2	each	\$ _____	\$ _____	\$ _____

In addition to the following minimum mandatory required equipment, the metal detector shall be equipped with all standard equipment for the model specified.

The vendor is highly encouraged to give a detailed response in the available spaces by each specification detailing how the metal detector proposed meets the specification. Responses of "Agreed", "Comply", "Meets Specifications", "Yes", or "No" do not constitute an appreciable "detail" for a response.

MANDATORY REQUIREMENTS	VENDOR'S RESPONSE
Two-pole walk through with pressure sensitive mat	
Passive detection with no health risks to users, i.e., no medical condition use limitations, such as pacemaker or pregnancy	
Full field body scanner, from floor to a minimum of seventy-five (75) inches high	
Full body scan with single walk-through	
Complete body cavity detection; detection not minimized by body, leather, or other means of concealment	
No special programming or electronic skills shall be required for set-up, calibration or operation	
Detects cell phones turned on and off	
Detects all ferromagnetic objects	
No effect on electronic devices	
Interior or exterior use in wet or dry conditions	
Ability to use on concrete and in high metal environments with no interference or hindrance to performance	
AC/DC operation	
Minimum ten (10) hour capability on charge	
Minimum ten (10) levels of sensitivity adjustment	
Minimum total twelve (12) separate detection zones, i.e., minimum six (6) per pole.	
Each pole shows location detected item using brightness gauge or other visual method proportional to proximity of item.	

SentryHound Cell Phone Security Detection Portal or approved equivalent

Vendor to state the following:

Brand/Model No.: _____

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

Web Site:

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

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 state agency
or political subdivision where employed:

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

_____ %

EXHIBIT A

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 proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

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 that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

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

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

- (Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
 (Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
 (Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.
The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

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

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

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

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

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

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

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

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

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

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

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

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced
Collscope Plus 2389	MALVERN, UK		

(Exhibit continues on next page)

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

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

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

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

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

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

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

The 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 proposal electronically, scanned or typed signature is acceptable)

COMPANY NAME

MGRASENS

EXHIBIT B

PARTICIPATION COMMITMENT

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

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 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	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		Product/Service(s) proposed: -----
2.		Product/Service(s) proposed: -----
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT C

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ 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 bidder identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

Date (Dated no earlier than the IFB issuance date)

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

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

STANDARDS:

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

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

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT D (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Enterprise Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran
 Business Enterprise

 Phone Number

 Website Address

 Date

 E-Mail Address

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

- No, I have not previously submitted the SDV documents specified herein to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
 (if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

 Buyer

 Date

ATTACHMENT #1**ALGOA CORRECTIONAL CENTER**

8501 No More Victims
Jefferson City MO 65101

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan St
Boonville MO 65233

CHILLICOTHE CORRECTIONAL CENTER

3151 Litton Rd
Chillicothe MO 64601

CREMER THERAPEUTIC CENTER

689 Highway O
Fulton MO 65251

CROSSROADS CORRECTIONAL CENTER

1115 E Pence Rd
Cameron MO 64429

**EASTERN RECEPTION DIAGNOSTIC
AND CORRECTIONAL CENTER**

2727 Highway K
Bonne Terre MO 63628

FARMINGTON CORRECTIONAL CENTER

1012 West Columbia
Farmington MO 63640

**FULTON RECEPTION AND
DIAGNOSTIC CENTER**

1393 Highway O
Fulton MO 65251

JEFFERSON CITY CORRECTIONAL CENTER

8416 No more Victims, Dock B
Jefferson City MO 65101

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly MO 65270

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific MO 63069

KANSAS CITY REENTRY CENTER

651 Mulberry
Kansas City MO 64101

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville MO 64468

NORTHEAST CORRECTIONAL CENTER

13698 Airport Rd
Bowling Green MO 63334

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland MO 65652

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point MO 63660

SOUTH CENTRAL CORRECTIONAL CENTER

255 W highway 32
Licking MO 65542

SOUTHEAST CORRECTIONAL CENTER

300 East Pedro Simmons Drive
Charleston MO 63834

TIPTON CORRECTIONAL CENTER

619 N Osage Avenue
Tipton MO 65081

**WOMEN'S EASTERN RECEPTION AND
DIAGNOSTIC CORRECTIONAL CENTER**

1101 East Highway 54
Vandalia MO 63382

WESTERN MO CORRECTIONAL CENTER

609 E Pence Rd
Cameron MO 64429

**WESTERN RECEPTION AND DIAGNOSTIC
CORRECTIONAL CENTER**

3401 Faraon St
St Joseph MO 64506

TRANSITION CENTER OF ST. LOUIS

1621 N First
St Louis MO 63102

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 10-19-15

END OF DOCUMENT