STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN May 31, 2016 TO:
Beth Lambert, Procurement Officer II
Beth.Lambert@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
May 17, 2016	Attn: Kyle Harris TeleHealth Services 404 Big Bend Court Wentzville, MO 63385	Amendment #004 CN527001	Cable/Satellite Television Services Western Missouri Correctional Center

CONTRACT #CN527001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.4.1 on page 4, the Missouri Department of Corrections desires to extend the above-referenced contract for the period of 06/01/16 through 07/15/2016.

All other terms, conditions and provisions, including pricing, of the previous contract period shall remain and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: TELEHEALTH SERVICES
Mailing Address: 4191 FAYETTEVILLE RD.
City, State Zip: RALEIGH, NC 27603
Telephone: 919-772-8604 x-7745
E-Mail Address: Kyle.harris@telehealth.com
Authorized Signer's Printed Name and Title: KYLE HARRIS, ACCOUNT MGR.
Authorized Signature: Kyle Harris Date 5/25/16

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

5/27/16

Dave Dormire, Division Director – Division of Adult Institutions **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN 5/29/15 TO:
John Hall, CPPB
John.Hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
5/22/15	**Attn: Kyle Harris** **TeleHealth Services** **404 Big Bend Court** **Wentzville, MO 63385**	**Amendment #3** **CN527001**	**Cable/Satellite Television Services** **Western Missouri Correctional Center**

CONTRACT #CN527001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 3, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of 06/01/15 through 05/31/16.

The Missouri Department of Corrections also hereby desires to reduce the channel lineup to include only the channels listed on the attached Channel Lineup document. The contractor must receive Department approval before adding channels above and beyond those listed on the attached.

The new rate for these services shall be $7283.59 per month. The contractor shall continue to have its right of price adjustment of the monthly programming charge up to 5% as specified on the Pricing Page of the original awarded bid.

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto. The contractor shall complete, sign and return this document as acceptance on or before the date indicated above

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name TeleHealth Services
Mailing Address: 4191 Fayetteville Road
City, State Zip: Raleigh, NC 27603
Telephone: 919-773-8604
E-Mail Address:
Authorized Signer's Printed Name and Title: John Woodward, CFO
Authorized Signature: Date 6/2/15

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

Dave Dormire, Division Director – Division of Adult Institutions 7/23/15 **Date**

CHANNEL LINEUP

Local/Closest CBS affiliate
Local/Closest NBC affiliate
Local/Closest ABC affiliate
Local/Closest FOX affiliate
Local/Closest CW affiliate
Local/Closest MyTV affiliate
Local/Closest PBS affiliate
A&E
ABC Family
AMC
Animal Planet
CNBC
CNN
Discovery
ESPN
ESPN2
Fox News
Fox Sports Midwest
FX
History
SyFy
TBS
TLC
TNT
Travel
USA

The TBN Second Chance Channels:

TBN
TBN Enlace
JCTV
Church Channel

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RECEIVED
OCT 02 2014
PURCHASING

RETURN AMENDMENT NO LATER THAN SEPTEMBER 30, 2014 TO:
John Hall, CPPB
John.Hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
9/23/14	Attn: Kyle Harris TeleHealth Services 404 Big Bend Court Wentzville, MO 63385	Amendment #2 CN527001	Cable/Satellite Television Services Western Missouri Correctional Center

CONTRACT #CN527001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 3, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of 06/01/14 through 05/31/15 at a rate of $8989.25 for line item 004, monthly programming charge. All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

Contractor shall continue to have its right of price adjustment of the monthly programming charge up to 5% as specified on the Pricing Page of the original awarded bid.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: Telehealth Services
Mailing Address: 4191 Fayetteville Road
City, State Zip: Raleigh NC 27603
Telephone: 919-772-8604
E-Mail Address:
Authorized Signer's Printed Name and Title: Dan Nathan S.V.P.
Authorized Signature: Dan N Date

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

Dave Dormire, Division Director – Division of Adult Institutions — Date 10/8/14

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN OCTOBER 31, 2012 TO:
John Hall, CPPB
John.Hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/09/12	**Attn: John Frederick** **TeleHealth Services** **404 Big Bend Court** **Wentzville, MO 63385**	**Amendment #1** **CN527001**	**Cable/Satellite Television Services** **Western Missouri Correctional Center**

CONTRACT #CN527001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 3, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of 06/01/13 through 05/31/14 with no increase in prices. All terms, conditions and provisions, including prices, of the previous contract period shall remain and apply hereto.

Contractor shall continue to have its right of price adjustment under the Invitation to Bid, Amendment 1, IFBCN527 accepted by the Missouri Department of Corrections on April 6, 2012.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: TELEHEALTH SERVICES

Mailing Address: 4191 FAYETTEVILLE ROAD

City, State Zip: RALEIGH, NC 27603

Telephone: 919 772 8604

E-Mail Address: dan.nathan@telehealth.com

Authorized Signer's Printed Name and Title:

Authorized Signature: Date 10-30-12

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

11/8/12

Dave Dormire, Division Director – Division of Adult Institutions **Date**

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Amendment1
IFB CN527

Cable/Satellite Television Service

FOR
Department of Corrections
Western Missouri Correctional Center

Contract Period: February 27, 2012 thru February 26, 2013
Date of Issue: December 28, 2011

Bids Must be Received No Later Than:

2:00 p.m., January 19, 2011

For information pertaining to the IFB contact:
Gary Stoll, CPPB, Procurement Officer II
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

Procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

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

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

Company Name: TELEHEALTH SERVICES
Mailing Address: 404 BIG BEND CT.
City, State Zip: WENTZVILLE, MO 63385
Telephone: (636) 332-8538 **Fax:** (866) 210-9999
Federal EIN#: 13-3491938 **State Vendor#:**
Email: JOHN.FREDERICK@TELEHEALTH.COM

Authorized Signer's Printed Name and Title JOHN FREDERICK - REGIONAL SALES MANAGER

Authorized Signature: John R. Frederick **Bid Date** 1-13-12

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: In its entirety
Contract period June 1, 2012 through February 26, 2013.
Contract No. CN527001

Director – Division of Adult Institutions Date 4/6/12

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

Amendment 1 makes the following revisions to IFB CN527

Paragraph 1.3.1 revised as follows:

1.3.1 WMCC has approximately **920** drops. The Department defines drop as a ***permanent*** outlet to access the cable/satellite system.

Exhibit A Pricing Page revised to reflect the correct number of drops. (attached)

REVISED BY AMENDMENT 1
EXHIBIT A
Pricing Page

The bidder must provide firm fixed prices below for providing all services in accordance with the requirements herein. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Firm, Fixed Price
001	One time cost for equipment installation and set-up.	$ 0
002	Cable/Satellite service charge. *include all miscellaneous costs, including but not limited to equipment rental charges, service and maintenance charges, etc,*	$ 275.00 *Total per month* **OR** $ _____ *Per drop per month (920 drops)* **Complete one or the other, not both**

RENEWAL OPTION FOR LINE ITEM 002 ONLY
If Line 002 is left blank do not complete

The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the service charge for each renewal option year. If a percentage is not quoted (i.e., left blank), the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases for the service charge shall be calculated against the **ORIGINAL** contract price, and NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

MAXIMUM INCREASE OR MINIMUM DECREASE

1ST Renewal Period: original price + 0 % OR original price - _____ %

2ND Renewal Period: original price + 0 % OR original price - _____ %

3RD Renewal Period: original price + 0 % OR original price - _____ %

If the cost of items listed on line items 003 and 004 is included in the price stated on line 002, **do not** enter them again in line items 003 and 004.

003	Taxes/ Fees *Include all applicable taxes, FCC fees and franchise fees etc.* *NOTE: DEPARTMENT does not pay state sales tax.*	$ 0 *Total per month* **OR** $ _____ *Per drop per month (920 drops)* **Complete one or the other, not both**
004	Monthly programming charge	$ 8,467.54 *Total per month* **OR** $ _____ *Per drop per month (920 drops)* **Complete one or the other, not both**

EXHIBIT A (cont)

Monthly Programming Charge Price Increase For Line Item 004 Only
If Line 004 is left blank do not complete

The bidder must indicate below the yearly maximum percentage price increase for the monthly programming charge. The allowable percentage increase will be based on the previous year's price. The same percentage rate shall be applied to the original contract period and subsequent renewal periods. Price increases on the monthly programming charge shall be allowed one time during the original contract period and one time for each subsequent renewal period not to exceed the indicated percentage rate and per the requirements stated herein.

5 %

Bidder should check here if the Department's purchasing card (Visa) is acceptable as a method of payment. _____

In accordance with Executive Order 04-09, the bidder is required to provide certification of the location where the contracted services are to be performed and whether the vendor contemplates any of the work necessary to provide the contracted services being performed offshore.

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___Yes ✓ No

If answer to above is "yes", describe work and indicate location: (attach extra page as necessary)

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

Company Name: TELEHEALTH SERVICES

Printed Name: JOHN FREDERICK Email Address: JOHN.FREDERICK@TELEHEALTH.COM

Authorized Signature: John P. Frederick Date: 1-13-12

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

IFB CN527

Cable/Satellite Television Service

FOR
Department of Corrections
Western Missouri Correctional Center

Contract Period: February 27, 2012 thru February 26, 2013
Date of Issue: December 23, 2011

Bids Must be Received No Later Than:

2:00 p.m., January 19, 2011

For information pertaining to the IFB contact:
Gary Stoll, CPPB, Procurement Officer II
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

Procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

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

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

Company Name: TELEHEALTH SERVICES
Mailing Address: 404 BIG BEND CT.
City, State Zip: WENTZVILLE, MO 63385
Telephone: (636) 332-8538 **Fax:** ~~(636)~~ (866) 210-9999
Federal EIN#: 13-3491938 **State Vendor#:**
Email: JOHN.FREDERICK@TELEHEALTH.COM

Authorized Signer's Printed Name and Title JOHN FREDERICK - REGIONAL SALES MANAGER

Authorized Signature: John R. Frederick **Bid Date** 1-13-12

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

Contract No.

Director – Division of Adult Institutions Date

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

1. INTRODUCTION

1.1. Purpose

1.1.1. The Missouri Department of Corrections (hereinafter referred to as Department) is accepting bids to establish a contract for cable/satellite television service at the Western Missouri Correctional Center (herein after referred to as WMCC) located at 609 East Pence Rd, Cameron MO 64429.

1.2. Contact

1.2.1. Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

1.2.2. Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this and future bidding opportunities.**

1.3. Background Information

1.3.1. WMCC has approximately 905 drops. The Department defines drop as a ***permanent*** outlet to access the cable/satellite system.

1.3.2. WMCC has 900 two (2) man cells with one drop each where splitters may be installed.

1.3.3. Each drop may not have a splitter or a television attached at all times. The number of televisions in use changes daily. The number of drops and possible number of splitters represents the maximum number of televisions that may be in use and is provided for informational purposes.

1.3.4. The Department is requiring the Trinity Broadcast Network Second Chance channels as part of the required channel lineup. Information regarding the programming of Trinity Broadcasting Network Second Chance can be found at www.tbnsecondchance.org. Cable and satellite provider information regarding Trinity Broadcasting Second Chance may be obtained by contacting Robert Higley, Vice President of Affiliate Sales and Relations, Trinity Broadcast Network, 972-313-9500 option 1.

1.4. Vendor Information Data Form

1.4.1. The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at http://doc.mo.gov/contracts.php and submitted with the bid response or emailed directly to doc.vendorinfo@doc.mo.gov . The bidder may also request this form to be mailed/emailed by calling 573-526-6449.

1.5. Tour of the Facility

1.5.1. Potential bidders are invited to attend a non-mandatory tour of the facility located at 609 East Pence Rd, Cameron MO 64429. The tour will be held on Wednesday, January 11, 2012 beginning promptly at 10:00AM. The purpose of the tour is to allow potential bidders an opportunity to inspect the facility before submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE TOURS AT DIFFERENT TIMES OR DATES.**

1.5.2. Any bidder interested in attending the tour should contact Kathy Burns, at (816) 632-1390 or kathy.burns@doc.mo.gov, at least three (3) business days prior to the tour to register.

a. The bidder must provide to Kathy Burns the full name, social security number and date of birth for each person attending.

b. No one will be admitted after ten (10) minutes from the time set for the beginning of the tour.

c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras and purses will not be permitted inside the facility.

d. The Department reserves the right to accept or reject any person requesting site inspection.

e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Gary Stoll at (573) 526-6402 or gary.stoll@doc.mo.gov.

1.5.3. Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the contractual requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.

1.5.4. Bidders are strongly encouraged to advise the Department at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

2. CONTRACTUAL REQUIREMENTS

2.1. Contract

2.1.1. A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the bid by "notice of award" or "purchase order."

2.1.2. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2. Contract Period

2.2.1. The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3. Renewal Periods

2.3.1. If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase quoted for the applicable renewal period stated on **Exhibit A**, Pricing Page of the contract.

a. If renewal prices are not provided, the prices during renewal periods will be the same as during the original contract period.

b. The Department 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. Contract Extension

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

2.5. Prices

2.5.1. Pricing shall be considered firm for the duration of the contract period except as allowed herein.

2.5.2. Service Charge: Price changes on the per-drop per month service charge shall only be allowed upon contract renewal and shall not exceed the maximum increase or be less than the minimum decrease indicated on the pricing page.

2.5.3. Programming Charge: Price increases on the monthly programming charge shall be allowed one time during the original contract period and one time during each renewal period upon written documentation of a price increase from the signal provider. Such written documentation must be provided at least thirty (30) days prior to the requested price increase. Programming charge increases shall not exceed the maximum percentage increase indicated on the pricing page.

2.5.4. Taxes and fees: Price changes on applicable taxes, FCC fees, franchise fees, and other non-service or non-programming fees may be implemented upon proof of change of the taxes and fees by the taxing entity. The contractor must provide written documentation of such changes to WMCC prior to implementing the increase.

a. The Department does not pay state sales tax.

2.6. Termination

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

2.7. Severability

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

2.8. Payment Terms

2.8.1. All payment terms shall be as stated in the terms and conditions of this contract. Unless otherwise addressed in this IFB, or mutually agreed to in writing by the Department and the contractor, payment terms shall be net 30 days. Invoices shall be sent to:

Missouri Department of Corrections
Attn: Inmate Finance Office
P.O. Box 1609
Jefferson City MO 65102

Invoices should include the purchase order number and the name of the institution for prompt payment. Payment of invoices not containing this information may be delayed.

Electronic invoices may be emailed to DOC.CanteenPayables@doc.mo.gov. Emailed invoices should include the purchase order number in the subject line for prompt payment. Payment of invoices not containing this information may be delayed.

a. The Department reserves the right to purchase services using the canteen purchasing card (Visa).

2.8.2. Invoices shall originate from the contractor and not from a third party provider.

2.8.3. Payments shall be made to the contractor and not to a third party provider.

2.8.4. WMCC will not pay any charges in excess of those listed on Exhibit A, Pricing Pages.

2.8.5. Expenditures from general revenue funds are not included in this contract. Canteen funds expended by this contract are not subject to appropriation by the General Assembly.

2.9. Liability

2.9.1. The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

2.10. Subcontractors

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

a. The contractor must function as the single point of contact for the Department for all services provided, including but not limited to issues related to channel selection, signal quality, invoicing and billing, regardless of any subcontract or programming arrangements.

b. The contractor must provide the Department with a contact name, phone number and email address of the person who will serve as the contact for the Department. The contact must have the authority to speak on behalf of the contractor on matters relating to the contract. The contact must be reachable by the Department by phone and email without going through the contractor's normal consumer customer service line.

2.11. Contractor Status

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

2.12. Assignment of Contract

2.12.1. The contractor may not assign, transfer or sell their right or obligation to provide cable/satellite television service to WMCC without a written assignment of contract signed by both the contractor and the assignee and approved by the Department with a written contract amendment. The contractor must notify the Department in writing at least thirty (30) days in advance of its intention to assign, transfer or sell their right and obligation to provide cable/satellite television service to WMCC. The assignee must agree in writing by signature to accept and assume all specifications, terms and conditions of the contract, including maintaining the required channel selection, for the duration of the contract period. The contractor shall remain responsible for all specifications, terms and conditions of the contract until the contract is amended in writing by the Department.

2.13. Title

2.13.1. Title to any equipment provided by the contractor shall be held and vested by the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the contractor's equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount the contractor deems appropriate.

2.14. Deficiency Notice

2.14.1. The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at WMCC are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices shall contain recommended remedies as well as acceptable terms of reconciliation.

a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute.

b. The delivery of a deficiency notice must be verifiable by either party through a confirmation memorandum, an entry into formal meeting minutes, and/or a certified letter (with return receipt request).

c. Upon receipt of the notice of deficiency, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period.

2.15. Contract Prices and Percentages:

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

a. The Department does not pay state sales tax.

2.16. Usage Agreements

2.16.1. The contractor shall understand and agree that the Department shall not execute usage agreements and/or any other agreements with the contractor or any other third party in the performance of this contract.

2.17 Authorized Personnel:

2.17.1 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

2.17.2 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. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

2.17.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.17.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain 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 contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate 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 required herein; AND

b. Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.17.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3. PERFORMANCE REQUIREMENTS

3.1. General Requirements

3.1.1. The contractor shall provide cable/satellite services for the buildings located at WMCC in accordance with the requirements set forth herein.

3.1.2. The contractor must provide all equipment and the maintenance and repair thereof that are relative to the cable/satellite television service.

a. The contractor shall be responsible for installation, maintenance and repair for all equipment and wiring up to and including the head end. WMCC shall be responsible for all equipment and wiring past the head end.

3.2. Equipment and Supply Requirements

3.2.1. The contractor must furnish and maintain in good repair all equipment, including, but not limited to dishes, antennas, TVROS, modulators, amplifiers, taps and wiring, and any other equipment necessary to perform the requirements of the contract.

a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract. All contractor supplied equipment must be of the latest technology and the most recent production model.

b. The repair, maintenance and replacement of contractor supplied equipment, as necessary, shall be at no cost to WMCC.

c. If proposing satellite service, dishes are limited to two roof top dishes not to exceed forty inches (40") in diameter. If the dishes are not round, the largest dimension shall not exceed forty inches (40").

1) If necessary, a third dish not to exceed forty inches (40") may be utilized for the TBN Second Chance Channels.

2) The placement, method of mounting and cable run of satellite dishes must be approved by WMCC and by the Office of Administration, Division of Facilities Management, Design and Construction (OA-FMDC).

d. Any additional equipment required in order to maintain the required channel selection due to signal change, changes in technology, etc. shall be the responsibility of the contractor.

e. **R-Rated or above programming must not broadcast under any circumstances.** Therefore, the contractor must supply the necessary equipment to block any R-rated or above programming. This shall include, but not be limited to, any trial offer previews or channels that may broadcast R- rated or above programming.

f. WMCC will provide sufficient space and the necessary electrical power to successfully run the cable system.

3.3. Service Requirements

3.3.1. The contractor must provide a clear signal to all television locations. The signal strength must be a minimum of 17.0 db at the head end. The contractor must have the capability for each television to view different channels simultaneously on owner furnished, cable-ready televisions.

3.3.2. **The use of individual cable boxes is prohibited.**

3.3.3. The contractor must provide **all** of the channels listed in Attachment 1.

a. The contractor may provide additional no-charge channels. Additional no-charge channels must be approved by WMCC.

b. Other additional channels may be added by written amendment at a price mutually agreed upon by WMCC and the contractor.

c. Premium or pay-per-view channels (HBO, Showtime, etc.) shall not be permitted. **No programming that is R-Rated or above will be allowed.**

d. In the event that a required channel ceases operation during the contract period, the contractor shall offer a replacement channel that is mutually acceptable to both the contractor and WMCC. The contractor must provide documentation in the form of written verification from the originating broadcaster or a news release from a reputable trade publication or news source that the channel is ceasing operation.

e. In the event that a contractor's broadcast agreement for a required channel expires and is not renewed during the contract period, the contractor shall offer a replacement channel that is mutually acceptable to both the contractor and WMCC. The contractor must provide written verification from the originating broadcaster or the parent satellite provider documenting that the channel is no longer available. If a broadcast agreement is reached and the channel in question becomes available again, the contractor must re-add it to the channel lineup.

1) ESPN, Fox Sports Midwest and Trinity Broadcast Network Second Chance Channels are exceptions as these channels are essential to WMCC operations. The contractor must provide all of these channels at all times.

f. If at any time WMCC determines that the programming content of any of the mandatory or optional channels is not appropriate for a correctional facility, the contractor shall be required to block the channels upon written request.

3.3.4. The contractor must provide a minimum of two (2) institutional channels for WMCC use. The institutional channels must be capable of showing rented movies and character generated messages within the facility.

a. VCRs, DVD players and character generators shall be supplied by WMCC.

b. WMCC must have the ability to install VCRs, DVD players and character generators at a location other than the head end as designated at the institution.

3.3.5. Response to service calls must be as soon as possible and within twenty-four (24) hours. Service interruptions beyond twenty-four (24) hours shall be deducted from the monthly billing.

a. Individual channel outages beyond twenty-four (24) hours shall be pro-rated and deducted from the monthly billing.

b. Service interruptions **MUST** not affect the institutional channels or the ability to show movies within the institution.

3.3.6. Preventative maintenance reviews shall be conducted semi-annually.

a. Preventive maintenance shall include, but not be limited to, checking signal strength at the head end, testing satellite dish alignment (if applicable), making any necessary adjustments or replacements to any equipment, checking for loose connections and cracked cable shielding, etc.

b. Preventive maintenance reviews must be conducted on-site and not remotely.

3.3.7. The contractor shall assist WMCC by providing recommendations such as system settings, equipment upgrades, design updates, maintenance, or other recommendations or instructions as requested, to enable proper signal distribution and ease of maintenance.

3.4. Transition

3.4.1. Upon award of the contract, the contractor shall work with WMCC and any other provider designated by WMCC to insure an orderly transition of services under the contract and to insure uninterrupted service.

a. The contractor must be able to provide full service within ninety (90) days after notice of award.

3.4.2. Upon expiration, termination, or cancellation of the contract, the contractor shall assist WMCC and any other provider designated by WMCC to insure an orderly transition of services and responsibilities under the contract and to insure uninterrupted service.

a. If requested, the contractor shall agree to continue providing any or all of the services in accordance with the terms and conditions, requirements, specifications, and payment provisions of the contract for a period not to exceed one hundred eighty (180) calendar days after the expiration date of the contract or until a new contract is established.

3.5. Contractor's Employees

3.5.1. A Missouri Uniform Law Enforcement System (MULES) background check may be required on the contractor's employees before allowing entry into the institution. WMCC shall have the right to deny access into the institution for any of the contractor's employees for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

4. BIDDERS INSTRUCTIONS

4.1. Compliance with Terms and Conditions

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

4.2. Bid Detail Requirements and Deviations

4.2.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Department.

4.2.2. The bidder should state on **Exhibit B** Equipment, a list of equipment necessary to provide the required service, including dishes, modulators, receivers, amplifiers and any other necessary equipment, and how such equipment will be installed. The bidder should also state electrical and space requirements, and any other requirements such as distance, temperature or environment.

4.2.3. The bidder should state on **Exhibit C**, Additional Channels, a list of proposed additional no cost channels.

a. Additional channels will not be considered in the evaluation and determination for the award of the contract.

4.3. Firm, Fixed Pricing

4.3.1. The bidder shall submit firm fixed pricing on the **Exhibit A**, Pricing Page. The bidder may itemize their pricing per the categories listed on the pricing pages, or the bidder may submit one combined price and enter it in line item 002. The prices bid shall remain valid for 90 days from bid opening date unless otherwise indicated.

4.3.2. The prices bid shall include all miscellaneous costs, including, but not limited to, equipment rental charges, taxes, franchise fees, program licensing, etc.

4.4 Affidavit of Work Authorization and Documentation

4.4.1 Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **Exhibit D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit D** must be submitted prior to an award of a contract.

4.5. Missouri Service-Disabled Business Preference

4.5.1. Pursuant to section 34.074 RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit **Exhibit E**, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **Exhibit E** and the documentation specified on **Exhibit E** in accordance with the instructions provided therein, no preference points will be applied.

4.6. Evaluation and Determination for Award

4.6.1. The evaluation of cost shall be computed by annualizing and then adding together all costs listed on Exhibit A, Pricing Page for the original contract period and each renewal period, including increases, to obtain a total bid price.

The objective evaluation of cost shall be based on cost points. The formula for computing cost points shall be:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Evaluation Points}$$

Note: The prompt payment discount terms will not be used in any cost calculations.

4.6.2. The contract award shall be made to the responsive bidder with highest number of cost points.

4.6.3. The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but may not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years.

4.6.4. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

4.6.5. Any bid received requiring the Department to execute a usage agreement and/or any other agreement as a condition of providing service shall be deemed non-responsive and removed from consideration for award.

EXHIBIT A
Pricing Page

The bidder must provide firm fixed prices below for providing all services in accordance with the requirements herein. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Firm, Fixed Price
001	One time cost for equipment installation and set-up.	$_____
002	Cable/Satellite service charge. *include all miscellaneous costs, including but not limited to equipment rental charges, service and maintenance charges, etc,*	$_____ *Total per month* **OR** $_____ *Per drop per month (600 drops)* **Complete one or the other, not both**

RENEWAL OPTION FOR LINE ITEM 002 ONLY
If Line 002 is left blank do not complete

The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the service charge for each renewal option year. If a percentage is not quoted (i.e., left blank), the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases for the service charge shall be calculated against the **ORIGINAL** contract price, and NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

MAXIMUM INCREASE OR MINIMUM DECREASE

1ST Renewal Period: original price + _____% OR original price -_____%

2ND Renewal Period: original price + _____% OR original price -_____%

3RD Renewal Period: original price + _____% OR original price -_____%

If the cost of items listed on line items 003 and 004 is included in the price stated on line 002, **do not** enter them again in line items 003 and 004.

003	Taxes/ Fees *Include all applicable taxes, FCC fees and franchise fees etc.* *NOTE: DEPARTMENT does not pay state sales tax.*	$_____ *Total per month* **OR** $_____ *Per drop per month (600 drops)* **Complete one or the other, not both**
004	Monthly programming charge	$_____ *Total per month* **OR** $_____ *Per drop per month (600 drops)* **Complete one or the other, not both**

EXHIBIT A (cont)

Monthly Programming Charge Price Increase For Line Item 004 Only
If Line 004 is left blank do not complete

The bidder must indicate below the yearly maximum percentage price increase for the monthly programming charge. The allowable percentage increase will be based on the previous year's price. The same percentage rate shall be applied to the original contract period and subsequent renewal periods. Price increases on the monthly programming charge shall be allowed one time during the original contract period and one time for each subsequent renewal period not to exceed the indicated percentage rate and per the requirements stated herein.

_____%

Bidder should check here if the Department's purchasing card (Visa) is acceptable as a method of payment. _____

In accordance with Executive Order 04-09, the bidder is required to provide certification of the location where the contracted services are to be performed and whether the vendor contemplates any of the work necessary to provide the contracted services being performed offshore.

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___Yes ___No

If answer to above is "yes", describe work and indicate location: (attach extra page as necessary)

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

Company Name: _____

Printed Name:_____ Email Address:_____

Authorized Signature: _____ Date: _____

EXHIBIT B
Equipment

The bidder should state below the equipment necessary to provide the required service as stated herein. The bidder should also state electrical and space requirements, and any other requirements such as distance, temperature, or environment. Use additional sheets as necessary.

TELEHEALTH SERVICES WILL UTILIZE ALL EXISTING EQUIPMENT.

EXHIBIT C
Additional Channels

The bidder should state below any additional channels that will be provided.

N/A

EXHIBIT D
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

☐ I am a self-employed individual with no employees; **OR**

☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

Authorized Representative's Name (Please Print)	*Authorized Representative's Signature*
Company Name (if applicable)	Date

EXHIBIT D, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	

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

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

AND

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

AND

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

EXHIBIT D, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

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

Signature of Notary	*Date*

EXHIBIT D, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Missouri Dept. of Corrections

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

Date of Previous E-Verify Documentation Submission: 5-14-10

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: IFB CN827 IFBC N211 (if known)

Virginia C. Hall Authorized Business Entity Representative's Name (Please Print)	Virginia C. Hall *Authorized Business Entity Representative's Signature*
Telerent Leasing Corp. Business Entity Name	12-29-11 Date
virginia.hall@telerent.com E-Mail Address	309979 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074 RSMo, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

Definitions:

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

Service-Disabled Veteran Business is defined as a business concern:

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

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

_____
Service-Disabled Veteran's Name
(Please Print)

_____
Service-Disabled Veteran's Signature

_____
Service-Disabled Veteran Business Name

_____

_____
Missouri Address of Service-Disabled Veteran Business

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from

bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.

b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. Some IFBs are available for viewing and downloading on the department's Website.
f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.

e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

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

7. PREFERENCES

a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
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 bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The DOC reserves the right to reject any and all bids.
g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC 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 DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
c. A notice of award issued by the 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 the DOC 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 the DOC.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
e. The DOC 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 DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

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 DOC 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 DOC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC 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 DOC 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 DOC 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 DOC.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC 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 DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC 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.
e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

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

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 the DOC immediately.
b. Upon learning of any such actions, the DOC 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 DOC, 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, the DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC 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 bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid 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.

Attachment 1
Required Channels

KCTV-CBS
KMBC-ABC
KSHB-NBC
KCPT-PBS
WDAF-Fox
KCWE-CW
KSMO-MyTV
KMCI (Independent)
A&E
ABC Family
AMC
Animal Planet
BET
Cartoon Network
CMT
CNN
Comedy Central
Discovery
E!
ESPN
ESPN2
ESPN Classic
ESPN News
Food Network
Fox News Channel
FSN Midwest
FX
Game Show Network
HGTV
History
Lifetime
MSNBC
MTV
NFL Network
Outdoor Channel
SyFy (formerly Sci Fi)
Speed
SpikeTV
TBS
TLC
TNT
Travel Channel
TruTV (formerly CourtTV)
TV Land
Univision (Spanish)
USA
VH1

Required Trinity Broadcast Network Second Chance Channels

TBN
The Church Channel
TBN Enlace
JCTV

TELEHEALTH
SERVICES

TeleHealth Services
404 Big Bend Court
Wentzville, MO 63385

7011 1570 0001 0881 0477

UNITED STATES POSTAL SERVICE

1000

65109

U.S. POSTAGE
PAID
WENTZVILLE, MO
63385
JAN 13, 12
AMOUNT
$4.73
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7011 1570 0001 0881 0477

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Missouri Department of Corrections
Purchasing Section ~ **IFB CN527**
2729 Plaza Drive
Jefferson City, MO 65109