



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN May 14, 2015 TO:

Pamela Hodges, Procurement Officer I
Pamela.Hodges@doc.mo.gov
 (573) 522-2109 (Phone)
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
May 4, 2015	Canteen Vending Services Group 17501 West 98 th Street Unit #P12-39 Lenexa, KS 66219	Amendment #003 Y13709189	Vending Machine Services For Crossroads Correctional Center

CONTRACT Y13709189 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to Exhibit A, Pricing Page, on page 13, the Missouri Department of Corrections hereby exercises its option to increase the commission rate to 26.6% for the renewal period of August 7, 2015 through August 31, 2016.

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.

Compass Group USA, Inc. by and through its

Company Name: Canteen Vending Services Division

Mailing Address: 4301 Beltwood Parkway North

City, State Zip: Dallas, TX 75244

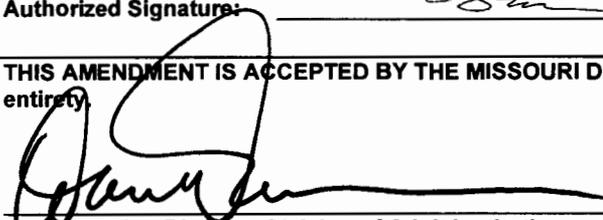
Telephone: 972-392-1665

E-Mail Address: marc.boman@compass-usa.com

Authorized Signer's Printed Name and Title: Marc Boman, Division President

Authorized Signature:  **Date:** 5-18-2015

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


Dave Dormire, Director, Division of Adult Institutions


Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN April 7, 2015 TO:

Pamela Hodges, Procurement Officer I

Pamela.Hodges@doc.mo.gov

(573) 522-2109 (Phone)

(573) 522-1562 (Fax)

FMU/PURCHASING SECTION

P.O. BOX 236

JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
March 25, 2015	Canteen Vending Services Group 17501 West 98 th Street Unit #P12-39 Lenexa, KS 66219	Amendment #002 Y13709189	Vending Machine Services For Crossroads Correctional Center

CONTRACT Y13709189 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1.a, on page 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of August 7, 2015 through August 31, 2016.

The Department of Corrections hereby desires to amend contract Y13709146, to state the following:

Paragraph 3.1.12

The contractor shall install and top mount energy conservation devices (i.e. Vending Miser) for each beverage machine listed on Attachment 1, List of Equipment, to provide efficiency by turning off lighting and managing compressor cooling cycles when they are not needed.

Paragraph 3.3.6

Small colored candies such as Skittles, Reece's Pieces, M&M's, etc. are not allowed in visiting room snack machines.

Paragraph 3.10.1

All Contractor employees must be 18 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact offenders.

Pricing for the new contract period is outlined in Attachment 1. The commission rate shall be at 26.5%.

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.

Company Name: Compass Group USA, Inc. by and through its Canteen Vending Services Division

Mailing Address: 4301 Beltwood Parkway N.

City, State Zip: Dallas, TX 75244

Telephone: 972.892.7266

E-Mail Address: marc.boman@compass-usa.com

Authorized Signer's Printed Name and Title: Marc Boman, Division President

Authorized Signature: *Marc Boman* **Date:** 3-31-2015

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

[Signature]
Dave Dormire, Director, Division of Adult Institutions

4/3/15
Date

Amendment 1
Approved Products/Selling Price

Snack Items

Approved Products	Approved Products	Size	Price
Austin Cheese & Cheese Crackers	Austin Cheese Peanut Butter	Single Serve	\$1.00 each
Austin Toasty Peanut Butter Crackers	Beef Sticks	Single Serve	\$1.00 each
Chex Mix Cheddar	Chex Mix Honeynut	Single Serve	\$1.00 each
Chex Mix Hot & Spicy	Chex Mix Morning Mix	Single Serve	\$1.00 each
Chex Mix Nacho Fiesta	Chex Mix Original	Single Serve	\$1.00 each
Frito Cheese & Peanut Butter Crackers	GM Granola Bar	Single Serve	\$1.00 each
Huisken Beef & Cheddar	Huisken Double Salami	Single Serve	\$1.00 each
Huisken Twin Beef	Moon Pie Banana	Single Serve	\$1.00 each
Moon Pie Chocolate	Nabisco Corn Nuts Original	Single Serve	\$1.00 each
O'Briens Beef n Cheddar	O'Briens Beef Sticks	Single Serve	\$1.00 each
O'Briens DBL Bar Salami	O'Briens DBL Barrel Hot	Single Serve	\$1.00 each
O'Briens Pepperoni	O'Briens Spicy Mt/Jalapeno	Single Serve	\$1.00 each
Planters Hot Spicy	Planters Peanuts	Single Serve	\$1.00 each
Planters Salted	Pearson Peanut Roll	Single Serve	\$1.00 each
Popcorn ACT II	Pop Tarts Blueberry	Single Serve	\$1.00 each
Pop Tarts Brown Sugar	Pop Tarts Cherry	Single Serve	\$1.00 each
Pop Tarts Smores	Pop Tarts Strawberry	Single Serve	\$1.00 each
Quaker Chewy Granola or Nature Valley		Single Serve	\$1.00 each
Rice Krispies	Wheat Thin Crackers	Single Serve	\$1.00 each

Snack Items

Approved Products	Approved Products	Size	Price
Bugles Nachos	Bugles Original	Lg. Single Serve	\$1.00 each
Cheetos Baked	Crunch & Munch	Lg. Single Serve	\$1.00 each
Doritos Firey Ranch	Doritos Salsa	Lg. Single Serve	\$1.00 each
Chips Ahoy Snack Cookie	Cloverhill Pastry	Lg. Single Serve	\$1.00 each
Cracker Jacks	Crispums Cinnamon Sugar	Lg. Single Serve	\$1.00 each
Doritos Cool Ranch	Famous Amos Choc Sand	Lg. Single Serve	\$1.00 each
Fresh Pastry	Fritos Cheddar Ranch	Lg. Single Serve	\$1.00 each
Fritos Chile Cheese	Frito Cheese & Peanut Butter Crackers	Lg. Single Serve	\$1.00 each
Fritos Corn Chips	Frito Honey Flavor Twist	Lg. Single Serve	\$1.00 each
Frito Jalapeno Cheddar	Frito Texas Honey BBQ	Lg. Single Serve	\$1.00 each
Grandma Fudge	Gourmet Brownies	Lg. Single Serve	\$1.00 each
HAAS Pastry	Hostess Pastry	Lg. Single Serve	\$1.00 each
Lays Baked Potato	Lays KC Masterpiece	Lg. Single Serve	\$1.00 each

ATTACHMENT 1
Approved Products/Selling Price

Lays Plain	Lays S/C Onion	Lg. Single Serve	\$1.00 each
Lays Wavy Hickory BBQ	Lays Wisconsin Cheese	Lg. Single Serve	\$1.00 each
LSS Baked Lays	LSS Baked KC Masterpiece	Lg. Single Serve	\$1.00 each
LSS Cheetos Crunchy	LSS Cheezits	Lg. Single Serve	\$1.00 each
LSS Chili Cheese	LSS Dorito Cool Ranch	Lg. Single Serve	\$1.00 each
LSS Dorito Nachos	LSS Dorito Salsa	Lg. Single Serve	\$1.00 each
LSS Frito Cheddar Ranch	LSS Frito Cheese Cris	Lg. Single Serve	\$1.00 each
LSS Frito Jalapeno Cheddar	LSS Fritos	Lg. Single Serve	\$1.00 each
LSS Funyuns	Munchos	Lg. Single Serve	\$1.00 each
Obois Ced/Bac Tato Skins	Poore Brother Habanero	Lg. Single Serve	\$1.00 each
Poore Brother Jalapeno	Poore Brother Salt & Pepper	Lg. Single Serve	\$1.00 each
Pop Tarts	Ritz Cheese	Lg. Single Serve	\$1.00 each
Ritz Peanut Butter	Rold Gold Pretzels	Lg. Single Serve	\$1.00 each
Ruffles BBQ Cheddar	Ruffles Bullseye	Lg. Single Serve	\$1.00 each
Ruffles Cheddar & Sour Cream	Ruffles Regular	Lg. Single Serve	\$1.00 each
Sara Lee	SNY Hot Buffalo Wings	Lg. Single Serve	\$1.00 each
SNY Kosher Dill Chips	Sunchip Cheddar	Lg. Single Serve	\$1.00 each

Candy

Approved Products	Approved Products	Size	Price
100 Grand Bar	3 Musketeer	Single Serve	\$1.00 each
Almond Joy	Baby Ruth	Single Serve	\$1.00 each
Big Kit Kat	Bit-O-Honey	Single Serve	\$1.00 each
Butterfinger	Camello	Single Serve	\$1.00 each
Chewy Gobstopper	Fast Break	Single Serve	\$1.00 each
Good & Plenty	Health	Single Serve	\$1.00 each
Heritage Chocolate Wafer	Heritage Strawberry Wafer	Single Serve	\$1.00 each
Heritage Vanilla Wafer	Hershey w/Almonds	Single Serve	\$1.00 each
Hershey Big Bag Candy Kiss	Hershey Kissables	Single Serve	\$1.00 each
Hershey Milk Chocolate	Hot Tamales	Single Serve	\$1.00 each
Jolly Ranchers	Junior Mints	Single Serve	\$1.00 each
Karnut Chashews	Karnut Salted Peanuts	Single Serve	\$1.00 each
Karnut Sunflower Kernels	Karnut Sweet n Spicy	Single Serve	\$1.00 each
M & M Crispy	M & M Peanut	Single Serve	\$1.00 each
M & M Plain	Mike & Ike	Single Serve	\$1.00 each
Milk Duds	Milky Way	Single Serve	\$1.00 each

Amendment 1
Approved Products/Selling Price

Mounds	Mr. Goodbar	Single Serve	\$1.00 each
Nestle Caramel Crunch	Nestle's Crunch	Single Serve	\$1.00 each
Nutrageous	O Henry	Single Serve	\$1.00 each
Oreos	Payday	Single Serve	\$1.00 each
Raisinets	Reeses Miniature Cups	Single Serve	\$1.00 each
Reeses Peanut Butter Cups	Reeses Pieces	Single Serve	\$1.00 each
Reeses Sticks	Rolo	Single Serve	\$1.00 each
Skittles Original	Skittles Sour	Single Serve	\$1.00 each
Skittles Tropical	Skittles Wild Berry	Single Serve	\$1.00 each
Snickers	Snickers Almond	Single Serve	\$1.00 each
Snickers Cruncher	Starburst California	Single Serve	\$1.00 each
Starburst Original	Starburst Sour	Single Serve	\$1.00 each
Starburst Tropical	Sweetarts	Single Serve	\$1.00 each
Tootsie roll	Twix	Single Serve	\$1.00 each
Twizzler Strawberry	Whoppers	Single Serve	\$1.00 each
York Mints	Zangnuts	Single Serve	\$1.00 each
Zero		Single Serve	\$1.00 each
Hershey Big Bag Candy Kiss	Jolly Rancher	Lg. Single Serve	\$1.25 each
Reeses Miniature Cups	Reese Pieces	Lg. Single Serve	\$1.25 each
Warner Candy		Lg. Single Serve	\$1.25 each

Cookies

Approved Products	Approved Products	Size	Price
Grandma's Peanut Butter Cookies	Grandma's Carmel Choc Cookies	Single Serve	\$1.00 each
Grandma's Chocolate Chip Cookies	Grandma's Lemon Cheese	Single Serve	\$1.00 each
Grandma's Oatmeal & Raisin	Grandma's Rich & Chewy	Single Serve	\$1.00 each
Famous Amos Chocolate Chip	Heritage Wafers	Single Serve	\$1.00 each
Mini Chocolate Oreo	Nutter Butter Bites	Single Serve	\$1.00 each
Oreo Sandwich Cookies	Peanut Butter Mini Bites	Single Serve	\$1.00 each
Ruger Wafer Chocolate	Ruger Lemon	Single Serve	\$1.00 each
Ruger Wafer Vanilla	Vanilla Sandwich Crème G	Single Serve	\$1.00 each
Zoo Animal Cookies		Single Serve	\$1.00 each

Hot Beverage

Approved Products	Approved Products	8 oz	12 oz
Freezed Dried Coffee	Freeze Dried Coffee Decaf	\$0.55 each	\$0.75 each

ATTACHMENT 1
Approved Products/Selling Price

Fresh Brew Coffee	Fresh Brew Coffee Decaf	\$0.55 each	\$0.75 each
Latte Cappuccino	Mocha Cappuccino	\$0.55 each	\$0.75 each
Cappuccino Regular	French Vanilla Cappuccino	\$0.55 each	\$0.75 each
Hot Chocolate	Hot Tea	\$0.55 each	\$0.75 each
Hot Cups		\$0.55 each	\$0.75 each

Drink Products/Bottles

Approved Products	Approved Products	Size	Price
Barq's Root Beer	Coke	20 oz	\$1.60 each
Caffeine Free Diet Coke	Cherry Coke	20 oz	\$1.60 each
Diet Coke	Vanilla Coke	20 oz	\$1.60 each
Desani/Deja Blue/Aquafina Water	Dr. Pepper	20 oz	\$1.60 each
Diet Dr. Pepper	Dole Juice	20 oz	\$1.60 each
Fanta Grape	Fanta Orange	20 oz	\$1.60 each
Gatorade	Lipton Tea Bottle	20 oz	\$1.60 each
Minute Maid Apple Juice	Minute Maid or Dole Orange Juice	20 oz	\$1.60 each
Mountain Dew	Diet Mountain Dew	20 oz	\$1.60 each
Mountain Dew Code Red	Mountain Dew Live Wire	20 oz	\$1.60 each
Mr. Pibb Extra	Mug Root Beer	20 oz	\$1.60 each
Ocean Spray Cranberry Juice	Pepsi	20 oz	\$1.60 each
Diet Pepsi	Pepsi One	20 oz	\$1.60 each
Vanilla Pepsi	Powerade Artic Shatte	20 oz	\$1.60 each
Powerade Fruit Punch	Powerade Green Squall	20 oz	\$1.60 each
Powerade Jagged Ice	Powerade Lemon Lime	20 oz	\$1.60 each
Powerade Orange	Sierra Mist	20 oz	\$1.60 each
Diet Sierra Mist	Sprite	20 oz	\$1.60 each
Sprite Remix		20 oz	\$1.60 each
Dole Juice	Roberts Chocolate Milk	16 oz	\$1.25 each
Roberts Milk	V8 Juice	16 oz	\$1.25 each
V8 Splash	Welches Juice	16 oz	\$1.25 each

Drink Products/Cans

Approved Products	Approved Products	Size	Price
Barq's Root Beer	Coke	16 oz	\$0.85 each
Caffeine Free Diet Coke	Cool Lemon Tea	16 oz	\$0.85 each
Diet Coke	Diet Sprite	16 oz	\$0.85 each

Amendment 1
Approved Products/Selling Price

Fanta Grape	Fanta Orange	16 oz	\$0.85 each
Fresca	Minute Maid Grape	16 oz	\$0.85 each
Minute Maid Orange	Mr. Pibb	16 oz	\$0.85 each
Sprite	Vanilla Coke	16 oz	\$0.85 each
Caffeine Free Pepsi	Diet Caffeine Free Pepsi	16 oz	\$0.85 each
Diet Dr. Pepper	Diet Mountain Dew	16 oz	\$0.85 each
Diet Pepsi	Diet Sierra Mist	16 oz	\$0.85 each
Dr. Pepper	Hawaiian Punch	16 oz	\$0.85 each
Lipton Tea	Mountain Dew Live Wire	16 oz	\$0.85 each
Mountain Dew	Mountain Dew Code Red	16 oz	\$0.85 each
Mug Root Beer	Pepsi	16 oz	\$0.85 each
Pepsi One	Vanilla Pepsi	16 oz	\$0.85 each
Sierra Mist		16 oz	\$0.85 each

Sandwich Machine

Approved Products	Size	Price
Campbell Chicken/Dumplings	7.5 oz	\$1.90 each
Campbell's Soup	7.25 oz – 7.50 oz	\$1.90 each
Chicken Salad Kit	4.50 oz	\$2.15 each
Dole Can Fruit	8.00 oz	\$1.90 each
Hormel Classic Entrees	7.50 oz	\$2.90 each
Tuna Salad Ready Mix Kit	4.50 oz	\$2.15 each
Buddies Sandwiches	5.40 oz	\$2.90 each
Deli Sandwiches	3.70 oz – 6.00 oz	\$2.15 each
Edward Frozen Pies /Mrs. Smith	2.75 oz – 3.40 oz	\$1.90 each
Hot Pocket Sandwiches	8.00 oz	\$2.90 each
Jimmy Dean Sandwiches	8.10 oz	\$2.15 each
J & J Pretzels	3.50 oz	\$1.90 each
Kronos Pita	5.0 oz – 8.00 oz	\$2.15 each
Landshire Sandwiches	7.30 oz	\$3.15 each
Bridgeford	4.00 oz	\$2.15 each
Manwich Sloppy Joe	6.25 oz	\$2.15 each
New York Deli Sandwich	3.70 oz – 6.00 oz	\$2.90 each
Oscar Meyer Sandwich	3.50 oz – 4.30 oz	\$2.15 each
Pier Sandwiches	3.75 oz	\$2.15 each
POS Burritos	10.00 oz	\$2.90 each

ATTACHMENT 1
Approved Products/Selling Price

POS Burritos	5.00 oz	\$1.90 each
Smiley Sandwiches	8.20 oz	\$2.90 each
Tony's Pizza	4.50 oz – 6.50 oz	\$2.15 each
Pier Buffalo Wing Hot/Spicy	5.00 oz	\$2.90 each

Miscellaneous Items

Approved Products	Size	Price
Tampon & Pad		\$0.25 each
Gum/Mints (Staff Only)		\$0.50 each



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT
RETURN AMENDMENT NO LATER THAN August 22, 2014 TO:**

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
8/18/14	Canteen Vending Services 17501 West 98th Street Unit #P12-39 Lenexa, KS 66219	Amendment 1 13709189	Vending Machine Services Department of Corrections Crossroads Correctional Center

CONTRACT 13709189 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above referenced contract for the period of August 9, 2014 through August 8, 2015.

The commission rate for the new period is 26.5%.

The prices for the new contract period: \$.05 increase per item on Wrigley, 7up, PepsiCo, Coca-Cola, Hershey, Nestle, Mars and PBC products.

All 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.

Company Name: Compass Group USA, Inc. by and through its Canteen Vending Services Division

Mailing Address: 4301 Beltwood Parkway North

City, State Zip: Dallas, TX 75244

Telephone: 972-392-1665

E-Mail Address: marc.boman@compass-usa.com

Authorized Signer's Printed Name and Title: Marc Boman, Division President

Authorized Signature: *Marc Boman* Date: 8-19-14

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

Dave Bormire
Dave Bormire, Director - Division of Adult Institutions

8/25/14
Date

INVITATION FOR BID



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

Buyer of Record:
Gwen Petet
Procurement Officer I
Telephone: (573) 522-2109
gwen.petet@doc.mo.gov

IFB 13709189

Vending Machine Services
FOR
Department of Corrections
Crossroads Correctional Center

Contract Period: August 9, 2013 through
August 8, 2014

Date of Issue: May 16, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, June 27, 2013

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 bidder 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: Compass Group USA, Inc. by and through its Canteen Vending Services Division
Mailing Address: 17501 West 98th Street Unit#P12-39
City, State, Zip: Lenexa, KS 66219
Telephone: (913)599-0009 Fax: (913)599-0024
Federal EIN #: 56-1874931 State Vendor #: _____
Email: marc.boman@compass-usa.com

Authorized Signer's Printed Name and Title: Marc Boman / Central Division President

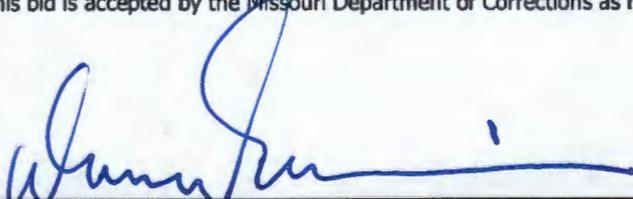
Authorized Signature: 

Bid Date: June 27, 2013

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: **IN ITS ENTIRETY**

Contract No. Y13709189


Dave Dormire, Director, Division of Adult Institutions

7/5/13
Date

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

EXHIBIT A
PRICING PAGE

The bidder must state a firm, fixed commission rate as a percentage of gross sales for the original contract period, 1st renewal period and 2nd renewal period.

Line Item	Original Contract Period	First Renewal Period	Second Renewal Period
001	<u>26.4</u> % of Gross Sales	<u>26.5</u> % of Gross Sales	<u>26.6</u> % of Gross Sales

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

Company Name: Canteen Vending Services

Authorized Signature:  Printed Name: Marc Boman

Date: June 27, 2013 Email Address: marc.boman@compass-usa.com

Employee Bidding/Conflict of Interest

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

Petet, Gwen

From: Willis, Julie [Julie.Willis@compass-usa.com]
Sent: Thursday, June 27, 2013 4:30 PM
To: Petet, Gwen
Subject: Re: IFB 13709189 - Vending Services at Crossroads Correctional Center

Ok thank you

From: Petet, Gwen [mailto:Gwen.Petet@doc.mo.gov]
Sent: Thursday, June 27, 2013 04:27 PM
To: Willis, Julie
Subject: RE: IFB 13709189 - Vending Services at Crossroads Correctional Center

I cannot accept an electronic copy. You will need to mail the signed originals to me at the address on the first page of the IFB.

Gwen Petet

Procurement Officer I
Missouri Department of Corrections
FMU/Purchasing Section
Telephone: (573) 522-2109
Fax: (573) 522-1562

From: Willis, Julie [mailto:Julie.Willis@compass-usa.com]
Sent: Thursday, June 27, 2013 4:14 PM
To: Petet, Gwen
Cc: Cruz, Edwin
Subject: IFB 13709189 - Vending Services at Crossroads Correctional Center

Good afternoon, I am Marc Boman's assistant and I am resending the file to you. Please let us know should you not be able to see the signatures.

Thank you.

Julie Willis | Executive Assistant | office 314.743.2757 | cell 314.853.1075

This email is subject to certain disclaimers, which may be reviewed via the following link. <http://compass-usa.com/Pages/Disclaimer.aspx>

This email is subject to certain disclaimers, which may be reviewed via the following link. <http://compass-usa.com/Pages/Disclaimer.aspx>

Petet, Gwen

From: Boman, Marc [Marc.Boman@compass-usa.com]
Sent: Friday, June 28, 2013 8:18 AM
To: Petet, Gwen
Subject: RE: IFB 13709189 - Vending Services at Crossroads Correctional Center

Thanks for the heads up. We will get this addressed asap.

From: Petet, Gwen [mailto:Gwen.Petet@doc.mo.gov]
Sent: Thursday, June 27, 2013 3:38 PM
To: Boman, Marc
Subject: IFB 13709189 - Vending Services at Crossroads Correctional Center

Mr. Boman,

Your bid submission for IFB 13709189 was not signed. Please send a **signed original** of page 1 and page 13. I must receive the signed originals no later than close of business on July 5, 2013 for consideration.

Thank you,

Gwen Petet

Procurement Officer I
Missouri Department of Corrections
FMU/Purchasing Section
Telephone: (573) 522-2109
Fax: (573) 522-1562

This email is subject to certain disclaimers, which may be reviewed via the following link. <http://compass-usa.com/Pages/Disclaimer.aspx>

INVITATION FOR BID



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

Buyer of Record:
Gwen Petet
Procurement Officer I
Telephone: (573) 522-2109
gwen.petet@doc.mo.gov

IFB 13709189

Vending Machine Services
FOR
Department of Corrections
Crossroads Correctional Center

Contract Period: August 9, 2013 through
August 8, 2014

Date of Issue: May 16, 2013
Page 1 of 36

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, June 27, 2013

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 bidder 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: Compass Group USA, Inc. by and through its Canteen Vending Services Division
Mailing Address: 17501 West 98th Street Unit#P12-39
City, State, Zip: Lenexa, KS 66219
Telephone: (913)599-0009 Fax: (913)599-0024
Federal EIN #: 56-1874931 State Vendor #: _____
Email: marc.boman@compass-usa.com

Authorized Signer's Printed Name and Title: Marc Boman / Central Division President

Authorized Signature: _____ Bid Date: June 27, 2013

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, 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 the Department) is accepting competitive, sealed bids to establish a contract for vending machine services for Crossroads Correctional Center (hereinafter referred to as CRCC) located at the following address.

Crossroads Correctional Center
1115 E. Pence Road
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 Site Inspection:

- 1.3.1 Non-mandatory site inspections are available by appointment. Please contact Beverly Kissick at 816-632-2727 to schedule an appointment for a site inspection.
- a. Any potential bidder interested in participating in a site inspection must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.
 - b. Each potential bidder is limited to two (2) individuals at the site inspection.
 - c. Each person attending the site inspection will be required to have a valid government issued ID. Cell phones, cameras, tape recorders and purses will not be permitted inside the facility.
 - d. The Department reserves the right to accept or reject any person requesting a site inspection.
 - e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Gwen Petet at 573-522-2109 or gwen.petet@doc.mo.gov.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 1.3.3 Bidders are strongly encouraged to advise the Department at the time of making the appointment of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

1.4 Background Information:

- 1.4.1 Estimated sales - gross sales at CRCC average approximately \$191,137.00 per year. Future sales are not guaranteed.
- 1.4.2 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at http://doc.mo.gov/DHS/General_Services_Awarded.php. Please reference contract number Y10709187 when searching for the document.

2. CONTRACTUAL REQUIREMENTS**2.1 Contract Period:**

- 2.1.1 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 two (2) 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.

2.2 Renewal Period:

- 2.2.1 If the Department exercises the option for renewal, the contractor shall agree that the firm fixed selling price for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.
- a. The Department does not automatically exercise its option for renewal based on the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated. The selling price shall be considered firm for the duration of the contract period.
 - b. If renewal selling prices are not provided, then the prices during the renewal period shall be the same as during the original contract period.

2.3 Prices:

- 2.3.1 The contractor shall understand and agree that all selling prices shall remain firm during each contract period.
- 2.3.2 A selling price increase of five (5) cents per item will be allowed upon exercising the second renewal option. Any increase in selling price shall be based on manufacturer's price increases during the preceding year. The contractor shall provide to the CRCC price increase data sheets from each manufacturer prior to implementing any increase in price. The selling price increase shall not exceed five (5) cents per item regardless of the manufacturer price increase.

2.4 Contractor Liability and Insurance:

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

2.5 Subcontractors:

- 2.5.1 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.
- 2.5.2 The contractor must function as the single point of contact for the Department, regardless of any subcontract arrangements made, for all products and services provided, including but not limited to, issues related to delivery, restocking, maintenance and commission payment.

2.6 Notices:

- 2.6.1 Any written notice to the contractor shall be deemed sufficient when emailed to the contractor at the email address designated in the contract, or to an email address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address designated in the contract, or at an address the contractor may have requested in writing.

3. PERFORMANCE REQUIREMENTS

3.1 Equipment and Supplies:

- 3.1.1 The contractor shall provide, install and maintain all equipment listed on **Attachment 1, List of Equipment**. CRCC reserves the right to request additional machines to meet the needs of the Department.
- a. All equipment provided by the contractor shall be in new or first class condition.
 - b. The contractor must maintain the equipment at high standards of cleanliness. All vending machines must be National Sanitation Foundation approved.
 - c. The contractor must maintain the equipment at high standards of quality and dependability with minimal malfunctions or breakdowns.
 - d. Change machines must be able to accept old and new currency of one dollar (\$1) and five dollar (\$5) bills.
 - e. The contractor must provide a bill changer(s) to accept and change one dollar (\$1), five dollar (\$5), ten dollar (\$10) and twenty dollar (\$20) bills as indicated on **Attachment 1, List of Equipment**.
- 3.1.2 Snack machines must have a minimum of twenty (20) large slots and twenty (20) small slots unless the designated area for that machine will only accommodate a smaller sized machine. Any snack machine that does not meet the minimum capacity of twenty (20) large slots and twenty (20) small slots must have pre-approval by the Business Manager/designee before being installed.
- 3.1.3 The contractor shall provide one (1) vending slot for picture blocks. The contractor shall understand that the picture blocks are a free service and prices for picture blocks shall be set by the CRCC. The contractor shall give a check from the proceeds of the picture blocks to the CRCC once a month.

- 3.1.4 All staff vending machines shall be able to accept bills (at least \$1.00) and coins (\$.05, \$.10, \$.25 and \$1.00). Offender visiting room vending machines to accept all coins (\$.05, \$.10, \$.25 and \$1.00).
- 3.1.5 The contractor must provide non-dairy creamer, sugar, sugar substitute, and stirrers for the coffee machine in the Dining Area. Stock must be maintained at an adequate level.
- 3.1.6 The contractor must provide and maintain microwaves and change machines where listed on **Attachment 1, List of Equipment**.
- 3.1.7 All vending machines must not be set to forced vend setting but must be able to instantly refund if the item selected is out of stock.
- 3.1.8 All vending machines shall be equipped with a non-resettable meter to facilitate accounting and audit requirements.
- 3.1.9 The contractor must have trained and competent repair persons available within one (1) working day to make repairs on the vending machines, as needed. The contractor shall immediately notify the Business Manager/designee of when the vending machines have been repaired or a timeline if repairs are unable to be made within one (1) working day.
- 3.1.10 The Department will provide all necessary utilities.
- 3.1.11 CRCC reserves the right to final approval of all equipment installed in the facility.

3.2 Security:

- 3.2.1 At no time shall the contractor or contractor's personnel leave any merchandise, change or cash unattended, nor leave any unlocked machines unattended. The Department shall not be responsible for any loss incurred by the contractor for machines left unlocked or unattended, nor for the merchandise, change or cash left unattended. Any such loss shall not relieve the contractor from any requirements of the contract.

3.3 Item Selection:

- 3.3.1 The contractor shall understand and agree that the only products that will be offered and selling prices charged are those on the approved products list as stated on **Attachment 2, Approved Products/Selling Price**, except as provided for vendor's choice items in paragraph 3.3.3.
- 3.3.2 Duplication of products in snack machines is permissible if required by sales volume. Duplication of more than two (2) slots must be approved by the Business Manager/designee.
- 3.3.3 The contractor is allowed up to two (2) vendor's choice slots per snack machine. Vendor's choice slots are exempt from the requirements of section 3.3.1. The contractor may use vendor's choice slots for new items.
- a. Vendor's choice items must meet any security requirements imposed by CRCC.
 - b. If requested by the Business Manager/designee, the contractor must change a vendor's choice item.
 - c. The contractor may provide itemized sales information of vendor's choice items for possible addition to **Attachment 2, Approved Products/Selling Price**. Additions to **Attachment 2, Approved Products/Selling Price**, must be by written amendment.

3.3.4 Product shall be fresh and of good quality. All product specified herein shall be processed, packaged and delivered in accordance with regulations of the State of Missouri and the USDA, and requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under.

3.3.5 Glass containers are not acceptable. Food containers must not have removable metal pop-tops.

3.4 Delivery Performance:

3.4.1 The contractor shall deliver and stock all vending machines on a regular basis, six days per week, if necessary. The contractor shall coordinate delivery days and times with the Business Manager/designee.

3.4.2 The Business Manager/designee reserves the right to increase/decrease the frequency of deliveries.

3.4.3 The contractor and all of the contractor's employees shall follow the institution's standard operating procedures regarding sign in/out when entering and exiting the institution.

3.5 Taxes:

3.5.1 The contractor shall be responsible for all federal, state, and local taxes attributable to the vending equipment as well as sales tax for product sold.

3.6 Licenses:

3.6.1 The contractor must maintain all necessary permits, licenses, etc. for the operation of a vending service.

3.7 Commission Rate:

3.7.1 The contractor shall pay the firm, fixed commission rate as stated on **Exhibit A, Pricing Page** on all gross sales by vending unit.

a. The same commission rate shall apply to all sales in all machines.

3.8 Commission Payment:

3.8.1 The contractor shall submit the correct commission payment no later than the 15th of each month for the previous month's sales.

a. For vending machines that are offender and staff use (offender visiting room), sixty percent (60%) of the commission rate payment shall be made payable to the "Canteen Fund", forty percent (40%) of the commission rate payment shall be made payable to the "CRCC Personnel Club".

b. For vending machine that are staff only use, one hundred percent (100%) of the commission rate payment shall be made payable to the "CRCC Personnel Club".

3.8.2 The commission payment shall be made by a company check or bank check, and shall be hand delivered or sent by certified mail or some other traceable courier service to a section or individual designated by the Business Manager. Any hand delivered commission checks must be delivered person-to-person to the individual(s) designated by the Business Manager and not left under a door, on a desk, with the receptionist, etc.

a. Should the commission check be returned to the CRCC for insufficient funds, if requested by the Department, the contractor shall provide a cashier's check or money order for the correct commission payment, as well as, the reimbursement of bank charges for the returned check fee(s).

- b. The Department reserves the right to require cashier's checks or money orders for correct commission payments from the Contractor for any subsequent commission checks.

3.8.3 The contractor must include with the commission check a detailed report of sales by vending machine including machine number, product, and beginning and ending reading of all transaction counters.

- a. Transaction counters replaced due to maintenance/repair issues shall be reported on the detailed sales report under the corresponding machine with the beginning and ending reading, date removed from the vending machine, along with the replacement transaction counter beginning and ending reading.

3.8.4 Taxes, license fees and other expenses except those specifically listed herein are the responsibility of the contractor and shall not be deducted from the commission payment.

3.9 Receipt of Refund:

3.9.1 Within ten (10) days of the contractor's receipt of a refund request, the contractor shall provide the refund to the customer.

3.9.2 The contractor shall not deduct refunds from gross sales when computing commission payments.

3.10 Contractor's Employees:

3.10.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

3.10.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.

3.10.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

3.10.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

- 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the

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

- 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

3.10.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.10.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

3.11 Inspections and Audits:

3.11.1 The contractor agrees that each time vending machines are restocked, serviced, or otherwise attended by the contractor, a representative of the site may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking.

- a. If a handheld electronic device is used by the contractor to gather sales information, the machine counters must be functional and visible for the Business Manager/designee of the site to verify or record the number of sale items.

3.11.2 The contractor agrees and understands that the Department and/or any appropriate state/federal agency may examine (audit) all pertinent *non-confidential/non proprietary books*, documents, papers, and records of the contractor as they relate to the requirements of the contract, and shall make such available upon request.

- a. The contractor must use Generally Accepted Accounting Principles as promulgated by the American Institute of Certified Public Accountants.
- b. The contractor shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five (5) year period if the state agency has been notified in writing by the contractor and written approval to destroy the records has been received from the state agency. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.
- c. The contractor shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the state until such time as the appeal, litigation, claim, or exception has been resolved.
- d. Failure by the contractor to maintain and make available appropriate records shall constitute a material breach of the contract.

3.11.3 On any given business day, the Department may request the contractor or one of the contractor's representatives to appear at the location and open any or all vending machines and permit a Department representative to count and determine the amount of money in any or all of the vending machines at the location. The Department will give a minimum of four (4) hours notice of each inspection.

3.12 Transition:

- 3.12.1 Upon award of the contract, the contractor shall work with CRCC and any other provider designated by CRCC to ensure an orderly transition of services under the contract and to ensure uninterrupted service.
- 3.12.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist CRCC and any other provider designated by CRCC to ensure an orderly transition of services and responsibilities under the contract and to ensure 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.

4. BIDDER'S INSTRUCTIONS**4.1 Submission and Evaluation of Bids:**

- 4.1.1 Bids must be signed, sealed and returned (with all necessary exhibits) to the Department by the bid receipt date and time specified on page one.
- a. Specifically, any form containing a signature line such as page one of the original IFB and any amendments, pricing pages, etc. shall be manually signed and returned as part of the bid.
- 4.1.2 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award
- 4.1.3 Determination of Responsibility and Reliability – The Department shall determine the responsibility and reliability of the highest responsive bidder.
- a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to:
 - 1) Receipt of any information, from any source, regarding unsatisfactory experience and/or performance of similar services by the bidder or any subcontractor(s) proposed to provide the vending machine services within the past three (3) years, and/or
 - 2) Inability of the bidder to document performance of vending machine services within the past three (3) years which are similar to the services required herein, for a period of not less than twelve (12) consecutive months, and/or
 - 3) The bidder's failure to document familiarity with the building.
 - b. If the highest responsive bidder is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next highest responsive bidder.
- 4.1.4 Determination of Award - The contract will be awarded to the highest, responsive, and responsible and reliable bidder determined as specified herein.
- 4.2 Vendor Information Data Form:**
- 4.2.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, such form can be downloaded at <http://doc.mo.gov/contracts.pfp> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to doc.vendorinfo@doc.mo.gov.

4.3 Compliance with Terms and Conditions:

4.3.1 The bidder is cautioned when submitting pre-printed terms and conditions or other types of material to make sure such documents do not contain terms and conditions which conflict with those of the IFB. 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.

4.4 Bid Detail Requirements and Deviations:

4.4.1 It is the bidder's responsibility to submit a bid that meets all mandatory requirements stated herein. The bidder should clearly identify any deviations from both the mandatory and desirable requirements stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable requirement may be reviewed by the Department as to its acceptability and impact on competition.

4.5 Business Compliance:

4.5.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.6 Exhibit A, Pricing Page:

4.6.1 The bidder must submit a firm, fixed commission rate for the original contract period and all renewal periods on **Exhibit A, Pricing Page**. The commission rate bid shall remain valid for 90 days from bid closing date unless otherwise indicated.

4.6.2 Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide Elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please complete **Exhibit A, Pricing Page**.

4.7 Exhibit B, Miscellaneous Information:

4.7.1 The bidder must state on **Exhibit B, Miscellaneous Information** its refund procedure which covers cases where a customer does not receive the product paid for or receives an outdated or otherwise unacceptable product.

4.7.2 Familiarity with the Building – The bidder must be familiar with the buildings. In order to be considered *familiar* with the buildings, the bidder must either have attended the scheduled tour or have knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.

- a. The Department will maintain an attendance record documenting the bidders who attended the scheduled tour. The bidder shall be responsible for ensuring the bidder's attendance at the tour is documented. If the attendance record does not document the bidder's attendance at the tour, the bidder will not be recognized for having attended the tour.
- b. If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services. Space is provided for the bidder to provide such information on **Exhibit B, Miscellaneous Information**.
 - 1) For purposes of this procurement, a bidder will be considered knowledgeable of the buildings for reasons including, but not necessarily limited to, providing vending machine services in the buildings within the past three (3) years.
 - 2) The bidder is advised that a review of building floor plans, an independent public viewing of the building, or discussions with Department personnel regarding the buildings shall not, for vending machine service purposes, satisfy the requirement regarding a bidder having knowledge of the buildings.

4.8 Exhibit C, Current/Prior Experience:

- 4.8.1 The bidder must complete **Exhibit C, Current/Prior Experience** to demonstrate performance responsibility and reliability of vending machine services. The bidder should provide information related to current and previous contracts performed by the bidder's organization which are similar to the requirements of this IFB.

4.9 Exhibit D, Participation Commitment and Exhibit E, Documentation of Intent to Participate:

- 4.9.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- ✓ **Participation Commitment** - The bidder must complete **Exhibit D, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ **Documentation of Intent to Participate** – The bidder must either provide a properly completed **Exhibit E, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alhaphointe.org>
- d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit D, Participation Commitment**, shall be interpreted as a contractual requirement.

4.10 Exhibit F, Missouri Service Disabled Business Preference:

4.10.1 Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050a, 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 F, Missouri Service-Disabled Veteran Business Preference** with the bid. If the bid does not include the completed **Exhibit F** and the documentation specified on **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied.

4.11 Cost Evaluation:

4.11.1 Evaluation of commission rate:

- a. The Department will consider the commission rate for the original contract period and each renewal period when evaluating cost. The average annual gross sales specified in the background information of this IFB will be multiplied by the proposed commission rate for each year. The resulting sum shall be used in the formula below.

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

EXHIBIT A
PRICING PAGE

The bidder must state a firm, fixed commission rate as a percentage of gross sales for the original contract period, 1st renewal period and 2nd renewal period.

Line Item	Original Contract Period	First Renewal Period	Second Renewal Period
001	<u>26.4</u> % of Gross Sales	<u>26.5</u> % of Gross Sales	<u>26.6</u> % of Gross Sales

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

Company Name: Canteen Vending Services

Authorized Signature: _____ Printed Name: Marc Boman

Date: June 27, 2013 Email Address: marc.boman@compass-usa.com

Employee Bidding/Conflict of Interest

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

EXHIBIT B
MISCELLANEOUS INFORMATION

Bidder must state below their refund procedure as described in the IFB.

1. A petty cash fund can be given to a designated person who makes refunds to those who lose money on the spot.
-

2. Anyone who loses money can fill out an envelope, Canteen's service personnel will fill the envelope and leave it with a designated person.
-
-
-

Familiarity of Building

The bidder must document a thorough knowledge of the equipment and service areas based on either (1) the bidder's attendance of a site tour, or (2) through other knowledge of the equipment and service areas gained from some other means.

_____ **I attended a site inspection of the equipment and service areas.** (The attendance record shall verify the bidder's attendance.)

X _____ **I did not attend a site inspection of the equipment and service areas.** (The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the equipment and service areas. The bidder is advised that neither the review of building floor plans nor an independent public viewing give an accurate account of knowledge of the equipment and service area for vending machine service purposes.)

Explanation: We are 100% familiar with the facility layout, condition and anything relevant to provide
the best service because we are currently servicing it.

EXHIBIT D
PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
Line Item 001	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Line Item 002	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT E
DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization:

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

*Date (Dated no
earlier than the IFB
issuance date)*

EXHIBIT F
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITIONS:

Service-Disabled Veteran (SDV) 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 Enterprise (SDVE) 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.

STANDARDS:

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

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

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

EXHIBIT E (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency or Public University*** to Which the SDV's Documents were Submitted:

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

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oe.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

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. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **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.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department 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 Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit 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.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the 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. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) 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 (10) 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 Department 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 Department 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 Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the 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. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination 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 the 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.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing 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 be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Hard copy bids may be mailed to the Department's post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office 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 the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office 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 Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official 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 or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders 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 the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing 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.

8. 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.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the 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 Department 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 Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) 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, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a 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 Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department 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 requested.
- l. The Department 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 the Department.

10. 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) the Department'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 Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

- a. Except to an affiliated entity the contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God,

fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 4/11/2013

ATTACHMENT 1
CRCC List of Equipment

Administration Building

1st Floor**Hallway:**

2 each Bill Changers \$1-\$5-\$10-\$20

Visiting Room:

2 Snack Machines

2 Pepsi Machines (Bottles)

1 Dasani Machine (Cans & Bottles)
(Coke Products)

1 Coffee Vending Machine

4 Sandwich Machines

4 Microwaves

1 Snack Machine with picture blocks @ \$1.50 each

Visiting Room Ladies Bathroom:

1 Female Sanitary Product machine
(Tampon & Pad)

2nd Floor**Ladies Bathroom:**

1 Female Sanitary Product
machine
(Tampon & Pad)

Administration:

1 Coffee Vending Machine

1 Pepsi Machine (Bottles)

1 Vitamin Water Machine
(Cans & Bottles)

1 Snack Machine

1 Microwave

Services Building (Inside Institution)

Staff Dining Area:

2 Pepsi Machines (Bottles)

1 Snack Machine

1 Microwave

Maintenance Building:

1 Aquafina Machine (Bottles)

Training Trailer:

1 Pepsi Machine (Bottles)

ATTACHMENT 2
Approved Product List/Selling Price
Snack Items

Huisken Twin Beef	single serve size	\$1.00 each
Huisken Beef & Cheddar	single serve size	\$1.00 each
Huisken Double Salami	single serve size	\$1.00 each
O'Briens Beef Sticks	single serve size	\$1.00 each
Chex Mix Bold Party Mix	single serve size	\$1.00 each
Chex Mix Cheddar	single serve size	\$1.00 each
Chex Mix Honeynut	single serve size	\$1.00 each
Chex Mix Hot & Spicy	single serve size	\$1.00 each
Chex Mix Nacho Fiesta	single serve size	\$1.00 each
Chex Mix Original	single serve size	\$1.00 each
Chex Mix Morning Mix	single serve size	\$1.00 each
O'Briens Beef n Cheddar	single serve size	\$1.00 each
O'Briens DBL Barrel Hot	single serve size	\$1.00 each
O'Briens DBL Bar Salami	single serve size	\$1.00 each
O'Briens Pepperoni	single serve size	\$1.00 each
O'Briens Spicy Mt/Jalapeno	single serve size	\$1.00 each
Rice Krispies	single serve size	\$1.00 each
Austin Cheese Peanut Butter	single serve size	\$1.00 each
Austin Cheese & Cheese	single serve size	\$1.00 each
Austin Toasty Peanut Butter Crackers	single serve size	\$1.00 each
Beef Sticks	single serve size	\$1.00 each
Frito Cheese & Peanut Butter Crackers	single serve size	\$1.00 each
Moon Pie Banana	single serve size	\$1.00 each
Moon Pie Chocolate	single serve size	\$1.00 each
Nabisco Corn Nuts Original	single serve size	\$1.00 each
Planters Peanuts	single serve size	\$1.00 each
Quaker Chewy Granola or Nature Valley	single serve size	\$1.00 each
Wheat Thin Crackers	single serve size	\$1.00 each
GM Granola Bar	single serve size	\$1.00 each
Pearson Peanut Roll	single serve size	\$1.00 each
Bugles Nachos	Large single serve size	\$1.00 each
Bugles Originals	Large single serve size	\$1.00 each
Cheetos Baked	Large single serve size	\$1.00 each
Crunch & Munch	Large single serve size	\$1.00 each
Doritos Firey Ranch	Large single serve size	\$1.00 each
Doritos Salsa	Large single serve size	\$1.00 each
Doritos Cool Ranch	Large single serve size	\$1.00 each
Frito Cheddar Ranch	Large single serve size	\$1.00 each
Frito Chile Cheese	Large single serve size	\$1.00 each
Frito Corn Chips	Large single serve size	\$1.00 each
Frito Honey Flavor Twist	Large single serve size	\$1.00 each
Frito Jalapeno Cheddar	Large single serve size	\$1.00 each
Frito Texas Honey BBQ	Large single serve size	\$1.00 each
Lays Baked Potato	Large single serve size	\$1.00 each
Lays KC Masterpiece	Large single serve size	\$1.00 each
Lays Plain	Large single serve size	\$1.00 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Snack Items

Lays S/C Onion	Large single serve size	\$1.00 each
Lays Wavy Hickory BBQ	Large single serve size	\$1.00 each
Lays Wavy Ranch	Large single serve size	\$1.00 each
Lays Wisconsin Cheese	Large single serve size	\$1.00 each
Munchos	Large single serve size	\$1.00 each
Obois Ced/Bac Tato Skins	Large single serve size	\$1.00 each
Poore Brother Habanero	Large single serve size	\$1.00 each
Poore Brother Jalapeno	Large single serve size	\$1.00 each
Poore Brother Salt & Pepper	Large single serve size	\$1.00 each
Ritz Cheese	Large single serve size	\$1.00 each
Ritz Peanut Butter	Large single serve size	\$1.00 each
Rold Gold Pretzels	Large single serve size	\$1.00 each
Ruffles BBQ Cheddar	Large single serve size	\$1.00 each
Ruffles Bullseye	Large single serve size	\$1.00 each
Ruffles Cheddar & Sour Cream	Large single serve size	\$1.00 each
Ruffles Regular	Large single serve size	\$1.00 each
SNY Hot Buffalo Wings	Large single serve size	\$1.00 each
SNY Kosher Dill Chips	Large single serve size	\$1.00 each
Sunchip Cheddar	Large single serve size	\$1.00 each
Cracker Jacks	Large single serve size	\$1.00 each
LSS Baked KC Masterpiece	Large single serve size	\$1.00 each
Cloverhill Pastry	Large single serve size	\$1.00 each
Fresh Pastry	Large single serve size	\$1.00 each
HAAS Pastry	Large single serve size	\$1.00 each
Hostess Pastry	Large single serve size	\$1.00 each
Pop Tarts	Large single serve size	\$1.00 each
Sara Lee	Large single serve size	\$1.00 each
Chips Ahoy Snack Cookie	Large single serve size	\$1.00 each
Crispums Cinnamon Sugar	Large single serve size	\$1.00 each
Famous Amos Choc Sand	Large single serve size	\$1.00 each
Gourmet Brownies	Large single serve size	\$1.00 each
Grandmas Fudge	Large single serve size	\$1.00 each
LSS Baked Lays	Large single serve size	\$1.00 each
LSS Cheetos Crunchy	Large single serve size	\$1.00 each
LSS Cheezits	Large single serve size	\$1.00 each
LSS Chili Cheese	Large single serve size	\$1.00 each
LSS Dorito Cool Ranch	Large single serve size	\$1.00 each
LSS Dorito Nachos	Large single serve size	\$1.00 each
LSS Dorito Salsa	Large single serve size	\$1.00 each
LSS Frito Cheddar Ranch	Large single serve size	\$1.00 each
LSS Frito Cheese Cris	Large single serve size	\$1.00 each
LSS Frito Jalapeno Cheddar	Large single serve size	\$1.00 each
LSS Fritos	Large single serve size	\$1.00 each
LSS Funyuns	Large single serve size	\$1.00 each
Popcorn ACT II	single serve size	\$1.30 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Candy Bars

100 Grand bar	single serve size	\$1.00 each
3 Musketeer	single serve size	\$1.00 each
Almond Joy	single serve size	\$1.00 each
Austin Cheese Peanut Butter	single serve size	\$1.00 each
Baby Ruth	single serve size	\$1.00 each
Big Kit Kat	single serve size	\$1.00 each
Bit-o-Honey	single serve size	\$1.00 each
Butterfinger	single serve size	\$1.00 each
Camello	single serve size	\$1.00 each
Chewy Gobstopper	single serve size	\$1.00 each
Famous Amos Sand	single serve size	\$1.00 each
Fast Break	single serve size	\$1.00 each
Frito BP Cracker	single serve size	\$1.00 each
Good & Plenty	single serve size	\$1.00 each
Heath	single serve size	\$1.00 each
Heritage Chocolate Wafer	single serve size	\$1.00 each
Heritage Strawberry Wafer	single serve size	\$1.00 each
Heritage Vanilla Wafer	single serve size	\$1.00 each
Hershey w/Almonds	single serve size	\$1.00 each
Hershey Kissables	single serve size	\$1.00 each
Hershey Milk Chocolate	single serve size	\$1.00 each
Hot Tamales	single serve size	\$1.00 each
Jolly Ranchers	single serve size	\$1.00 each
Junior Mints	single serve size	\$1.00 each
Karnut Cashews	single serve size	\$1.00 each
Karnut Salted Peanuts	single serve size	\$1.00 each
Karnut Sunflower Kernels	single serve size	\$1.00 each
Karnut Sween N Salty	single serve size	\$1.00 each
M & M Crispy	single serve size	\$1.00 each
M & M Peanut	single serve size	\$1.00 each
M & M Plain	single serve size	\$1.00 each
Mike & Ike	single serve size	\$1.00 each
Milk Duds	single serve size	\$1.00 each
Milky Way	single serve size	\$1.00 each
Mounds	single serve size	\$1.00 each
Mr. Goodbar	single serve size	\$1.00 each
Nestle Caramel Crunch	single serve size	\$1.00 each
Nestle's Crunch	single serve size	\$1.00 each
Nutrageous	single serve size	\$1.00 each
O Henry	single serve size	\$1.00 each
Oreos	single serve size	\$1.00 each
Payday	single serve size	\$1.00 each
Planters Hot Spicy	single serve size	\$1.00 each
Planters Salted	single serve size	\$1.00 each
Pop Tarts Blueberry	single serve size	\$1.00 each
Pop Tarts Brown Sugar	single serve size	\$1.00 each
Pop Tarts Cherry	single serve size	\$1.00 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Candy Bars

Pop Tarts Smores	single serve size	\$1.00 each
Pop Tarts Strawberry	single serve size	\$1.00 each
Raisinets	single serve size	\$1.00 each
Reeses Sticks	single serve size	\$1.00 each
Reeses Miniature Cups	single serve size	\$1.00 each
Reeses Peanut Butter Cups	single serve size	\$1.00 each
Reeses Pieces	single serve size	\$1.00 each
Rolo	single serve size	\$1.00 each
Skittles Original	single serve size	\$1.00 each
Skittles Sour	single serve size	\$1.00 each
Skittles Tropical	single serve size	\$1.00 each
Skittles Wild Berry	single serve size	\$1.00 each
Snickers Munch	single serve size	\$1.00 each
Snickers	single serve size	\$1.00 each
Snickers Almond	single serve size	\$1.00 each
Snickers Cruncher	single serve size	\$1.00 each
Starburst California	single serve size	\$1.00 each
Starburst Original	single serve size	\$1.00 each
Starburst Sour	single serve size	\$1.00 each
Starburst Tropical	single serve size	\$1.00 each
Sweetarts	single serve size	\$1.00 each
Tootsie Roll	single serve size	\$1.00 each
Twix	single serve size	\$1.00 each
Twizzler Strawberry	single serve size	\$1.00 each
Whoppers	single serve size	\$1.00 each
York Mints	single serve size	\$1.00 each
Zagnuts	single serve size	\$1.00 each
Zero	single serve size	\$1.00 each
Warner Candy	Large single serve size	\$1.25 each
Reeses Pieces	Large single serve size	\$1.25 each
Reeses Miniature Cups	Large single serve size	\$1.25 each
Jolly Ranchers	Large single serve size	\$1.25 each
Hershey Big Bag Candy Kiss	Large single serve size	\$1.25 each

Cookies

Grandma's Peanut Butter Cookies	single serve size	\$1.00 each
Grandma's Caramel Choc Cookies	single serve size	\$1.00 each
Grandma's Chocolate Chip Cookies	single serve size	\$1.00 each
Grandma's Lemon Cheese	single serve size	\$1.00 each
Ruger Wafer Chocolate	single serve size	\$1.00 each
Ruger Wafer Lemon	single serve size	\$1.00 each
Ruger Wafer Vanilla	single serve size	\$1.00 each
Heritage Wafers	single serve size	\$1.00 each
Vanilla Sandwich Cremes G	single serve size	\$1.00 each
Famous Amos Chocolate Chip	single serve size	\$1.00 each
Zoo Animal Cookies	single serve size	\$1.00 each
Grandma's Oatmeal & Raisin	single serve size	\$1.00 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Cookies

Grandma's Rich & Chewy	single serve size	\$1.00 each
Mini Chocolate Oreo	single serve size	\$1.00 each
Nutter Butter Bites	single serve size	\$1.00 each
Oreo Sandwich Cookies	single serve size	\$1.00 each
Peanut Butter Mini Bites	single serve size	\$1.00 each

Hot Beverages

Freezed Dried Coffee	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Freezed Dried Coffee Decaf	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Fresh Brew Coffee	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Fresh Brew Coffee Decaf	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Latte Cappuccino	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Mocha Cappuccino	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Cappuccino Regular	8 oz size	\$0.50 each	12 oz size	\$0.75 each
French Vanilla Cappuccino	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Hot Chocolate	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Hot Tea	8 oz size	\$0.50 each	12 oz size	\$0.75 each
Hot Cups	8 oz size	\$0.50 each	12 oz size	\$0.75 each

Drink Products / Cans

Barq's Root Beer	12 oz size	\$0.75 each
Caffeine Free Diet Coke	12 oz size	\$0.75 each
Coke	12 oz size	\$0.75 each
Cool Lemon Tea	12 oz size	\$0.75 each
Diet Coke	12 oz size	\$0.75 each
Diet Sprite	12 oz size	\$0.75 each
Fanta Grape	12 oz size	\$0.75 each
Fanta Orange	12 oz size	\$0.75 each
Fresca	12 oz size	\$0.75 each
Minute Maid Grape	12 oz size	\$0.75 each
Minute Maid Orange	12 oz size	\$0.75 each
Mr. Pibb	12 oz size	\$0.75 each
Sprite	12 oz size	\$0.75 each
Vanilla Coke	12 oz size	\$0.75 each
Caffeine Free Pepsi	12 oz size	\$0.75 each
Diet Caffeine Free Pepsi	12 oz size	\$0.75 each
Diet Dr. Pepper	12 oz size	\$0.75 each
Diet Mountain Dew	12 oz size	\$0.75 each
Diet Pepsi	12 oz size	\$0.75 each
Diet Sierra Mist	12 oz size	\$0.75 each
Dr. Pepper	12 oz size	\$0.75 each
Hawaiian Punch	12 oz size	\$0.75 each
Lipton Tea	12 oz size	\$0.75 each
Mountain Dew Live Wire	12 oz size	\$0.75 each
Mountain Dew	12 oz size	\$0.75 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Drink Products / Cans

Mountain Dew Code Red	12 oz size	\$0.75 each
Mug Root Beer	12 oz size	\$0.75 each
Pepsi	12 oz size	\$0.75 each
Pepsi One	12 oz size	\$0.75 each
Vanilla Pepsi	12 oz size	\$0.75 each
Sierra Mist	12 oz size	\$0.75 each
Deja Blue / Aquafina / Dasani Water	20 oz size	\$1.25 each

Drink Products / Bottles

Lipton Tea Bottle	20 oz size	\$1.50 each
Barq's Root Beer	20 oz size	\$1.50 each
Caffeine Free Diet Coke	20 oz size	\$1.50 each
Cherry Coke	20 oz size	\$1.50 each
Coke	20 oz size	\$1.50 each
Diet Coke	20 oz size	\$1.50 each
Fanta Grape	20 oz size	\$1.50 each
Fanta Orange	20 oz size	\$1.50 each
Minute Maid Orange or Dole	20 oz size	\$1.50 each
Mr. Pibb Extra	20 oz size	\$1.50 each
Sprite	20 oz size	\$1.50 each
Sprite Remix	20 oz size	\$1.50 each
Vanilla Coke	20 oz size	\$1.50 each
Desani Water / Water	20 oz size	\$1.50 each
Powerade Artic Shatte	20 oz size	\$1.50 each
Powerade Fruit Punch	20 oz size	\$1.50 each
Powerade Green Squall	20 oz size	\$1.50 each
Powerade Jagged Ice	20 oz size	\$1.50 each
Powerade Lemon Lime	20 oz size	\$1.50 each
Powerade Orange	20 oz size	\$1.50 each
Diet Sierra Mist	20 oz size	\$1.50 each
Pepsi	20 oz size	\$1.50 each
Diet Dr. Pepper	20 oz size	\$1.50 each
Vanilla Pepsi	20 oz size	\$1.50 each
Diet Mountain Dew	20 oz size	\$1.50 each
Diet Pepsi	20 oz size	\$1.50 each
Dr. Pepper	20 oz size	\$1.50 each
Mountain Dew	20 oz size	\$1.50 each
Mountain Dew Code Red	20 oz size	\$1.50 each
Mountain Dew Live Wire	20 oz size	\$1.50 each
Mug Root Beer	20 oz size	\$1.50 each
Pepsi One	20 oz size	\$1.50 each
Sierra Mist	20 oz size	\$1.50 each
Gatorade	20 oz size	\$1.50 each
Dole Juice	16 oz size	\$1.25 each
V8 Splash	16 oz size	\$1.25 each

ATTACHMENT 2 (continued)
Approved Product List/Selling Price
Drink Products / Bottles

Minute Maid Juice	20 oz size	\$1.50 each
Minute Maid Apple Juice	20 oz size	\$1.50 each
Minute Maid Orange Juice	20 oz size	\$1.50 each
Ocean Spray Cranberry Juice	20 oz size	\$1.50 each
Roberts Milk	16 oz size	\$1.25 each
Roberts Chocolate Milk	16 oz size	\$1.25 each
Welches Juice	16 oz size	\$1.50 each
V8 Juice	16 oz size	\$1.50 each

Sandwich Machine

Campbell Chicken/Dumplings	7.50	\$1.80 each
Cambell's Soup	7.25 - 7.50	\$1.80 each
Chicken Salad Kit	4.50	\$2.05 each
Dole Can Fruit	8.00	\$1.80 each
Hormel Clasic Entrees	7.50	\$2.80 each
Tuna Salad Ready Mix Kit	4.50	\$2.05 each
Buddy's Sandwiches	5.40	\$2.80 each
Deli Sandwiches	3.70 - 6.00	\$2.05 each
Edward Frozen Pies / Mrs. Smith	2.75 - 3.40	\$1.80 each
Hot Pocket Sandwiches	8.00	\$2.80 each
Jimmy Dean Sandwiches	8.10	\$2.05 each
J & J Pretzels	3.50	\$1.80 each
Kronos Pita	5.0 - 8.00	\$2.05 each
Landshire Sandwiches	7.30	\$3.05 each
Bridgeford	4.00	\$2.05 each
Manwich Sloppy Joe	6.25	\$2.05 each
New York Deli Sandwich	3.70 - 6.00	\$2.80 each
Oscar Meyer Sandwich	3.50 - 4.30	\$2.05 each
Pier Sandwiches	3.75	\$2.05 each
POS Burritos	10.00	\$2.80 each
POS Burritos	5.00	\$1.80 each
Smiley Sandwiches	8.20	\$2.80 each
Tony's Pizza	4.50 - 6.50	\$2.05 each
Pier Buffalo Wing Hot/Spicy	5.00	\$2.80 each

Miscellaneous Item

Tampon & Pad	\$0.25 each
Gum/Mints (Staff Only)	\$0.50 each

Missouri Dept. of Corrections
Purchasing Section
2729 Plaza Drive
Jefferson City, MO
65102



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Care

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