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:
Lisa Graham
Procurement Officer II
Telephone: (573) 526-6611
Lisa.graham@doc.mo.gov

IFB 16708203

Vending Machine Services

FOR

Department of Corrections
Division of Probation and Parole
Farmington Community Supervision Center

Contract Period: June 1, 2016 through May 31, 2017

Date of Issue: April 13, 2016
Page 1 of 32

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, May 3, 2016

Sealed 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: Cardinal Vending Inc
Mailing Address: 1716 Rudder Industrial Park Drive
City, State, Zip: Fenton Mo. 63026
Telephone: 636-343-8866 Fax: 636-305-9622
Federal EIN #: 363522511 State Vendor #:
Email: SStewart@cardinalvending.net

Authorized Signer's Printed Name and Title: Scott Stewart

Authorized Signature: Bid Date: 4/28/16

NOTICE OF AWARD:

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

Contract No. IN ITS ENTIRETY Y16708203

Ellis McSwain, Chairman, Division of Probation and Parole — Date 6-2-16

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

JASON KANDER
MISSOURI SECRETARY OF STATE

MISSOURI ONLINE BUSINESS FILING

Online Help

Gen. Business - For Profit Details as of 5/5/2016

- Business Entity Fees & Forms
- Business Entity FAQ
- Business Entity Home Page
- Business Entity Online Filing
- Business Outreach Office
- Business Entity Contact Us
- UCC Online Filing
- Secretary of State Home Page

*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS

Select filing from the list.
Filing Type Acceptance of a General Business to a Non Pr

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information Filings Address Contact(s)

Name(s) CARDINAL VENDING, INC.

Address 1716 Rudder Industrial Park Drive
Fenton, MO 63026

Type Gen. Business - For Profit

Charter No. 00303863

Domesticity Domestic

Registered Agent DAVID A. STEWART
1716 Rudder Industrial Park Drive
Fenton, MO 63026

Status Good Standing

Date Formed 8/25/1987

Duration Perpetual

Renewal Month August

Report Due 11/30/2017

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

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	19 % of Gross Sales	19 % of Gross Sales	17 % of Gross Sales

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

Company Name: Cardinal Vending Inc

Authorized Signature: [signature] Printed Name: Scott Stewart

Date: 4/29/16 Email Address: sstewart@cardinalvending.net

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:	NA
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.

Employees may have refund money returned from assigned person(s) at site. Clients may send self-addressed envelope in mail reporting of malfunction. ALL vendors will have delivery sensors which will eliminate 90% of all refund issues.

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.)

✓ **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 the current provider

EXHIBIT C
CURRENT/PRIOR EXPERIENCE

Current/Prior Contracts: The bidder should provide a list of all contracts for which the bidder is currently or has provided vending machine services within the past five (5) years, the contact name, phone number and email address of where the service is/was provided, the type of machine provided, the total number of machines serviced and the dates of the services provided.

Company/Institution Contact Name, Phone Number and Email	Type of Machine (e.g. Beverage, snack, cold food, frozen food)	Total Number of Machines Serviced	Date of Services Provided
ERDCC	ALL types	28	2014
P.C.C	ALL Types	26	2012
Farmington Correctional	ALL Types	32	2010

EXHIBIT D
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 D (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
NA Phone Number	NA 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.oa.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

EXHIBIT E
MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html)	
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity	Legal Name: Cardinal Vending Inc. Missouri State Charter # 00303863
If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.	State specific exemption _____ (List section and paragraph number) Stated in section 351.572.1 RSMo, _____ (State Legal Business Name)

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 District 12, Farmington Community Supervision Center (hereinafter referred to as D12-FCSC) located at the following address.

District 12, Farmington Community Supervision Center
1430 Doubet Road
Farminton, MO 63640

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 Vendor Information:

1.3.1 The Department will be transitioning to the MissouriBUYS eProcurement system and you are required to visit https://MissouriBUYS.mo.gov to register as a vendor for future opportunities.

1.4 Site Inspection:

1.4.1 A non-mandatory tour of the site is available. To make an appointment for a tour, please contact Jason Honerkamp at (537)218-5006, extension 257, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least four (4) days prior to desired tour date.

a. Any potential bidder interested in participating in a site inspection must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.

b. Each potential bidder is limited to two (2) individuals at the site inspection.

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

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

e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Lisa Graham at (573) 526-6611 or Lisa.Graham@doc.mo.gov

1.4.2 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.

1.4.3 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.

1.5 Background Information:

1.5.1 Estimated sales - gross sales at D12-FCSC average approximately $4,500.00 per month. Future sales are not guaranteed.

1.5.2 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 Y13709197 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 percentage for the renewal period shall be the maximum percentage quoted for the applicable renewal period stated on the Pricing Page of the contract.

a. If renewal percentages are not provided, then the percentage 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 each 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 Department 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. D12-FCSC 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 and five dollar bills.

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 All vending machines shall be able to accept bills (at least $1.00) and coins ($.05, $.10, $.25 and $1.00).

3.1.4 All beverage vending machines shall be Energy Star rated, or the contractor shall supply and install a top mounted energy conservation devices (i.e. Vending Miser) for each beverage machine listed on Attachment 1, List of Equipment.

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 D12-FCSC 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 D12-FCSC.

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 facility's standard operating procedures regarding sign in/out when entering and exiting the facility.

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 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 "D12-FCSC 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 D12-FCSC 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 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year 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 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 D12-FCSC and any other provider designated by D12-FCSC 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 D12-FCSC and any other provider designated by D12-FCSC 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 Compliance with Terms and Conditions:

4.2.1 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.

4.3 Bid Detail Requirements and Deviations:

4.3.1 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.

4.4 Business Compliance:

4.4.1 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)

4.5 EXHIBIT A, Pricing Page:

4.5.1 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.

4.5.2 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.

4.6 EXHIBIT B, Miscellaneous Information:

4.6.1 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.

4.6.2 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 schedule and attend a 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 schedule and attend a 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 for a tour, the bidder will not be recognized for having attended a tour.

b. If the bidder did not schedule and attend a 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.

4.7 EXHIBIT C, Current/Prior Experience:

4.7.1 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.

4.8 EXHIBIT D, Missouri Service Disabled Business Preference:

4.8.1 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 D,** Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **EXHIBIT D** and the documentation specified on **EXHIBIT D** in accordance with the instructions provided therein, no preference points will be applied.

4.9 EXHIBIT E, Missouri Secretary of State/Authorization to Transact Business

4.9.1 In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html

4.10 Cost Evaluation:

4.10.1 The Percentage of Gross Sales shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

4.10.2 The bidder shall submit a **percentage of gross sales** on **EXHIBIT A,** Pricing Page for the line item. All percentages shall be quoted FOB Destination, Prepaid and Allowed.

4.10.3 The cost evaluation shall be based on the total cost determined using the percentage indicated on **EXHIBIT A,** Pricing Page. The total cost shall be calculated by multiplying the commission rate times the estimated monthly sales of $4,500.00, times twelve (12) months. The renewals will be calculated in the same manner as the original contract period and all totals added together to obtain one contract price.

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

$$\frac{\text{Compared Bidder's Price}}{\text{Highest Responsive Bidder's Price}} \times \text{Maximum Cost Evaluation Points (100)} = \text{Assigned Cost Points}$$

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

4.11 Determination for Award:

4.11.1 Award shall be made to the highest gross sales bidder. Other factors that affect the determination of the award includes consideration of the Missouri Service-Disabled Veteran Business Preference.

4.11.2 Determination of highest gross sales bidder including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the highest bidder. Total points shall be compared for the total evaluated bid price as follows:

Total Assigned Cost Points + earned preference points = Total Points

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

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 or evaluation process 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. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

n. The final determination of contract 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. 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 performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

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 08/07/2014

ATTACHMENT 1
List of Equipment

Lobby

1 Beverage Machines (cans)
1 Snack Machine

Dining Area

2 Beverage Machines (20 oz. plastic bottles)
1 Snack Machines
1 Refrigerated Machine
1 Coffee Machine (8 & 12 oz size)
1 Microwave
1 Bill Changer (Changes $1, $5, $10 and $20 for $1 coins)

ATTACHMENT 2

Approved Products/Selling Price

CANDY

Approved Products	Approved Products	Size	Price
Dots	Hot Tamales	Single Serve	$0.70 each
Wild Cherry	Jolly Rancher Screaming Sours	Single Serve	$0.70 each
Jolly Rancher Fruit Chews	Starburst Tropical	Single Serve	$0.70 each
Starburst – Assorted Flavors	Starburst California	Single Serve	$0.70 each
Strawberry Twizzler	Junior Mints	Single Serve	$0.70 each
Pop Drops	Pearson Salted Nut Roll	Single Serve	$0.70 each

CHIPS

Approved Products	Approved Products	Size	Price
Pork Skins	BBQ Potato Chips	Single Serve	$0.65 each
Bugles	Cheetos Crunchy	Single Serve	$0.65 each
Cheez-it	Chex Mix	Single Serve	$0.65 each
Crunches	Doritos	Single Serve	$0.65 each
Fritos	Fritos with Chili/Cheese	Single Serve	$0.65 each
Funyuns	KC Masterpiece BBQ Chips	Single Serve	$0.65 each
Lays Baked Chips – Assorted	Lays Classic Potato Chips	Single Serve	$0.65 each
Mustard Pretzels	Old Vienna BBQ	Single Serve	$0.65 each
Old Vienna Red Hot Riplets	Potato Skins	Single Serve	$0.65 each
Pringles	Quaker Snack Mix	Single Serve	$0.65 each
Rold Gold Pretzels	Ruffles Cheddar & Sour Cream	Single Serve	$0.65 each
Ruffles Cheddar Bacon	Ruffles Chips	Single Serve	$0.65 each
Spicy Creole Tomato	Sun Chips	Single Serve	$0.65 each
TGIF Potato Skins		Single Serve	$0.65 each

SNACK ITEMS

Approved Products	Approved Products	Size	Price
Peanut Butter Crackers	Granola Bar	Single Serve	$0.70 each
Beef Summer Sausage	Nutri Grain Bar	Single Serve	$0.70 each
Cheese Crackers	Peanuts	Single Serve	$0.70 each
Chex Mix Bar		Single Serve	$0.70 each
Basil Brownie Crisp	Popcorn	Single Serve	$0.95each
Pop Tarts	Rice Krispie Treat	Single Serve	$0.95 each
Smith Brothers Wild Cherry		Single Serve	$0.95 each
Assorted Cereal	Yogurt	Single Serve	$1.05 each
Blueberry Bagel w/Cream Cheese	Pickle	Single Serve	$1.55 each
Plain Bagel w/Cream Cheese	Tropical Fruit	Single Serve	$1.55 each
Dole Fruit		Single Serve	$2.05 each
Chicken Salad	Tuna Salad	Single Serve	$2.55 each
Lunchables		Single Serve	$2.55 each

ATTACHMENT 2 (continued)
Approved Products/Selling Price

CANDY BARS

Approved Products	Approved Products	Size	Price
3 Musketeer	Almond Joy	Standard Vending	$0.90 each
Baby Ruth	Butterfinger Crisp	Standard Vending	$0.90 each
Butterfinger	Hershey w/Almonds	Standard Vending	$0.90 each
Hershey Milk Chocolate	Hershey Kissables	Standard Vending	$0.90 each
Hershey Take 5	Kit Kat	Standard Vending	$0.90 each
Kit Kat Extra Krispy	M&M Peanut	Standard Vending	$0.90 each
M&M Plain	Milky Way	Standard Vending	$0.90 each
Mounds	Nestle's Crunch	Standard Vending	$0.90 each
Pay Day	Payday Chocolate Avalanche	Standard Vending	$0.90 each
Reese's Crispy Crunch	Reese's Fast Break	Standard Vending	$0.90 each
Reese's Peanut Butter Cups	Reese's Snack Bar	Standard Vending	$0.90 each
Reese's Stick	Reese's White Chocolate Cup	Standard Vending	$0.90 each
Reese's Whipps	Snickers	Standard Vending	$0.90 each
Snickers Munch	Twix Caramel Cookie Bar	Standard Vending	$0.90 each
Whatchamacallit	Zero	Standard Vending	$0.90 each
3 Musketeer	Almond Joy	Large Vending	$1.05 each
Baby Ruth	Butterfinger Crisp	Large Vending	$1.05 each
Butterfinger	Hershey w/Almonds	Large Vending	$1.05 each
Hershey Milk Chocolate	Hershey Kissables	Large Vending	$1.05 each
Hershey Take 5	Kit Kat	Large Vending	$1.05 each
Kit Kat Extra Krispy	M&M Peanut	Large Vending	$1.05 each
M&M Plain	Milky Way	Large Vending	$1.05 each
Mounds	Nestle's Crunch	Large Vending	$1.05 each
Pay Day	Payday Chocolate Avalanche	Large Vending	$1.05 each
Reese's Crispy Crunch	Reese's Fast Break	Large Vending	$1.05 each
Reese's Peanut Butter Cups	Reese's Snack Bar	Large Vending	$1.05 each
Reese's Stick	Reese's White Chocolate Cup	Large Vending	$1.05 each
Reese's Whipps	Snickers	Large Vending	$1.05 each
Snickers Munch	Twix Caramel Cookie Bar	Large Vending	$1.05 each
Whatchamacallit	Zero	Large Vending	$1.05 each

COOKIES

Approved Products	Approved Products	Size	Price
Famous Amos Chocolate Chip	Grandmas Peanut Butter	Single Serve	$0.70 each
Snackwells	Sugar Free Wafers	Single Serve	$0.80 each

DESSERTS

Approved Products	Approved Products	Size	Price
Chocolate Chip Muffin	Key Lime Pie	Single Serve	$1.55 each
Mrs. Smith's Strawberry Crème Cheese Pie	Mrs. Smith's Turtle Pie	Single Serve	$1.55 each

ATTACHMENT 2 (continued)
Approved Products/Selling Price

MICROWAVABLE ITEMS

Approved Products	Approved Products	Size	Price
Cup O' Noodles	Egg & Cheese Muffin	Single Serve	$1.05 each
Tennessee Pride Sausage Biscuit		Single Serve	$1.05 each
Red Hot Beef/Bean Burrito	White Castle Cheeseburgers	Single Serve	$1.80 each
BBQ Pulled Pork	Honey Mustard Chicken	Single Serve	$2.05 each
Jumbo Beef Hot Dog	Mini Beef Taco	Single Serve	$2.05 each
Mini Chicken Taco	Sausage, Egg & Chicken Muffin	Single Serve	$2.05 each
Tony's Pepperoni Pizza	Tony's Sausage Pizza	Single Serve	$2.05 each
Chuckwagon Sandwich	Compleats Dinner	Single Serve	$2.30 each
Red Baron's Deep Dish Pizza	Tony's Supreme Pizza	Single Serve	$2.30 each
Bacon Cheeseburger	Bacon, Egg & Cheese Croissant	Single Serve	$2.30 each
BBQ Riblets	Buffalo Chicken Sandwich	Single Serve	$2.30 each
Double Charbroil Hamburger	Honey BBQ Pork Sandwich	Single Serve	$2.30 each
Jalapeno Cheeseburger	Jumbo Ham & Cheese	Single Serve	$2.30 each
Plain Cheeseburger	Sausage & Egg Sourdough	Single Serve	$2.30 each
Spicy Chicken Breast	Spicy Fish & Cheese	Single Serve	$2.30 each
BBQ Rib	Big AZ Beef Charbroil	Single Serve	$2.55 each
Big AZ Chicken	Big AZ Spicy Chicken	Single Serve	$2.55 each
Buffalo Chicken Drummies	Chicken Breast Patty	Single Serve	$2.55 each
Italian Combo	Jumbo Roast Beef	Single Serve	$2.55 each
Philly Cheese Steak	Philly Chicken Style	Single Serve	$2.55 each
Twin Chili Cheese Dogs	Double Pork Chop	Single Serve	$2.55 each
Turkey & Cheese Croissant		Single Serve	$2.55 each

CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
7 Up	Coke Classic	20 oz	$1.30 each
Coca Cola	Diet Coke	20 oz	$1.30 each
Dr. Pepper	Diet Dr. Pepper	20 oz	$1.30 each
Grape (Welch's, Sunkist, Crush)	Mellow Yellow	20 oz	$1.30 each
Mountain Dew	Diet Mountain Dew	20 oz	$1.30 each
Code Red Mountain Dew	Wild Cherry Pepsi	20 oz	$1.30 each
Pepsi	Diet Pepsi	20 oz	$1.30 each
Root Beer (IBC, Mug, A&W)	Diet Root Beer (IBC, Mug, A&W)	20 oz	$1.30 each
Sprite	Diet Sprite	20 oz	$1.30 each

ATTACHMENT 2 (continued)
Approved Products/Selling Price

CARBONATED DRINKS / CANS

Approved Products	Approved Products	Size	Price
7 Up	Coke Classic	12 oz	$0.70 each
Coca Cola	Diet Coke	12 oz	$0.70 each
Dr. Pepper	Diet Dr. Pepper	12 oz	$0.70 each
Grape (Welch's, Sunkist, Crush)	Mellow Yellow	12 oz	$0.70 each
Mountain Dew	Diet Mountain Dew	12 oz	$0.70 each
Code Red Mountain Dew	Wild Cherry Pepsi	12 oz	$0.70 each
Pepsi	Diet Pepsi	12 oz	$0.70 each
Root Beer (IBC, Mug, A&W)	Diet Root Beer (IBC, Mug, A&W)	12 oz	$0.70 each
Sprite	Diet Sprite	12 oz	$0.70 each

NON-CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
Apple Juice	Grape Juice	15.2 oz	$1.30 each
Orange Juice	Ruby Red Grapefruit Juice	15.2 oz	$1.30 each
Strawberry Kiwi		15.2 oz	$1.30 each
White Milk, 2%	Chocolate Milk	16 oz	$1.30 each
White Milk, Whole		16 oz	$1.30 each
Fruit Punch	Gatorade (Assorted)	20 oz	$1.30 each
Lipton Green Tea	Lipton Lemon Tea	20 oz	$1.30 each
Peach Papaya	Pink Lemonade	20 oz	$1.30 each
Strawberry Melon	Aquafina Water	20 oz	$1.30 each

HOT DRINKS

Approved Products	Approved Products	Size	Price
Decaf Coffee	Tea	Regular	$0.55 each
French Vanilla Coffee	Irish Crème Coffee	Regular	$0.55 each
Hot Chocolate		Regular	$0.55 each
Decaf Coffee	Tea	Large	$0.70 each
French Vanilla Coffee	Irish Crème Coffee	Large	$0.70 each
Hot Chocolate		Large	$0.70 each

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

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65109

U.S. POSTAGE
PAID
CHESTERFIELD, MO
63017
APR 28 16
AMOUNT
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RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
4/28/2016 10:33 AM

Mo Dept of Corrections
Purchasing Section
2729 Plaza Drive
Jefferson City, Mo. 65109

RECEIVED
APR 28 2016
PURCHASING

B 16708203

3

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:
Lisa Graham
Procurement Officer II
Telephone: (573) 526-6611
Lisa.graham@doc.mo.gov

IFB 16708203

Vending Machine Services

FOR

Department of Corrections
Division of Probation and Parole
Farmington Community Supervision Center

Contract Period: June 1, 2016 through May 31, 2017

Date of Issue: April 13, 2016
Page 1 of 32

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, May 3, 2016

Sealed 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: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor #: _____

Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No.

_____ _____
Ellis McSwain, Chairman, Division of Probation and Parole 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 District 12, Farmington Community Supervision Center (hereinafter referred to as D12-FCSC) located at the following address.

District 12, Farmington Community Supervision Center
1430 Doubet Road
Farminton, MO 63640

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 Vendor Information:

1.3.1 The Department will be transitioning to the MissouriBUYS eProcurement system and you are required to visit https://MissouriBUYS.mo.gov to register as a vendor for future opportunities.

1.4 Site Inspection:

1.4.1 A non-mandatory tour of the site is available. To make an appointment for a tour, please contact Jason Honerkamp at (537)218-5006, extension 257, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least four (4) days prior to desired tour date.

a. Any potential bidder interested in participating in a site inspection must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.

b. Each potential bidder is limited to two (2) individuals at the site inspection.

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

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

e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Lisa Graham at (573) 526-6611 or Lisa.Graham@doc.mo.gov

1.4.2 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.

1.4.3 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.

1.5 Background Information:

1.5.1 Estimated sales - gross sales at D12-FCSC average approximately $4,500.00 per month. Future sales are not guaranteed.

1.5.2 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 Y13709197 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 percentage for the renewal period shall be the maximum percentage quoted for the applicable renewal period stated on the Pricing Page of the contract.

a. If renewal percentages are not provided, then the percentage 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 each 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 Department 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. D12-FCSC 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 and five dollar bills.

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 All vending machines shall be able to accept bills (at least $1.00) and coins ($.05, $.10, $.25 and $1.00).

3.1.4 All beverage vending machines shall be Energy Star rated, or the contractor shall supply and install a top mounted energy conservation devices (i.e. Vending Miser) for each beverage machine listed on Attachment 1, List of Equipment.

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 D12-FCSC 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 D12-FCSC.

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 facility's standard operating procedures regarding sign in/out when entering and exiting the facility.

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 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 "D12-FCSC 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 D12-FCSC 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 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year 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 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 D12-FCSC and any other provider designated by D12-FCSC 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 D12-FCSC and any other provider designated by D12-FCSC 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 Compliance with Terms and Conditions:

4.2.1 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.

4.3 Bid Detail Requirements and Deviations:

4.3.1 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.

4.4 Business Compliance:

4.4.1 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)

4.5 EXHIBIT A, Pricing Page:

4.5.1 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.

4.5.2 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.

4.6 EXHIBIT B, Miscellaneous Information:

4.6.1 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.

4.6.2 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 schedule and attend a 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 schedule and attend a 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 for a tour, the bidder will not be recognized for having attended a tour.

b. If the bidder did not schedule and attend a 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.

4.7 EXHIBIT C, Current/Prior Experience:

4.7.1 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.

4.8 EXHIBIT D, Missouri Service Disabled Business Preference:

4.8.1 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 D**, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **EXHIBIT D** and the documentation specified on **EXHIBIT D** in accordance with the instructions provided therein, no preference points will be applied.

4.9 EXHIBIT E, Missouri Secretary of State/Authorization to Transact Business

4.9.1 In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html

4.10 Cost Evaluation:

4.10.1 The Percentage of Gross Sales shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

4.10.2 The bidder shall submit a **percentage of gross sales** on **EXHIBIT A**, Pricing Page for the line item. All percentages shall be quoted FOB Destination, Prepaid and Allowed.

4.10.3 The cost evaluation shall be based on the total cost determined using the percentage indicated on **EXHIBIT A**, Pricing Page. The total cost shall be calculated by multiplying the commission rate times the estimated monthly sales of $4,500.00, times twelve (12) months. The renewals will be calculated in the same manner as the original contract period and all totals added together to obtain one contract price.

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

$$\frac{\text{Compared Bidder's Price}}{\text{Highest Responsive Bidder's Price}} \times \text{Maximum Cost Evaluation Points (100)} = \text{Assigned Cost Points}$$

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

4.11 Determination for Award:

4.11.1 Award shall be made to the highest gross sales bidder. Other factors that affect the determination of the award includes consideration of the Missouri Service-Disabled Veteran Business Preference.

4.11.2 Determination of highest gross sales bidder including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the highest bidder. Total points shall be compared for the total evaluated bid price as follows:

Total Assigned Cost Points + earned preference points = Total Points

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

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	_____% of Gross Sales	_____% of Gross Sales	_____% of Gross Sales

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

Company Name: _____

Authorized Signature: _____ Printed Name: _____

Date: _____Email Address: _____

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.

_____

_____

_____

_____

_____

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.)

_____ **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: _____

_____

_____

_____

_____

EXHIBIT C
CURRENT/PRIOR EXPERIENCE

Current/Prior Contracts: The bidder should provide a list of all contracts for which the bidder is currently or has provided vending machine services within the past five (5) years, the contact name, phone number and email address of where the service is/was provided, the type of machine provided, the total number of machines serviced and the dates of the services provided.

Company/Institution Contact Name, Phone Number and Email	Type of Machine (e.g. Beverage, snack, cold food, frozen food)	Total Number of Machines Serviced	Date of Services Provided

EXHIBIT D
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 D (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.oa.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

EXHIBIT E
MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS

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

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 or evaluation process 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. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department’s Purchasing office. Regardless of delivery method, it shall be the responsibility of the 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

n. The final determination of contract 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. 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 performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

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 08/07/2014

ATTACHMENT 1
List of Equipment

Lobby

1 Beverage Machines (cans)
1 Snack Machine

Dining Area

2 Beverage Machines (20 oz. plastic bottles)
1 Snack Machines
1 Refrigerated Machine
1 Coffee Machine (8 & 12 oz size)
1 Microwave
1 Bill Changer (Changes $1, $5, $10 and $20 for $1 coins)

ATTACHMENT 2

Approved Products/Selling Price

CANDY

Approved Products	Approved Products	Size	Price
Dots	Hot Tamales	Single Serve	$0.70 each
Wild Cherry	Jolly Rancher Screaming Sours	Single Serve	$0.70 each
Jolly Rancher Fruit Chews	Starburst Tropical	Single Serve	$0.70 each
Starburst – Assorted Flavors	Starburst California	Single Serve	$0.70 each
Strawberry Twizzler	Junior Mints	Single Serve	$0.70 each
Pop Drops	Pearson Salted Nut Roll	Single Serve	$0.70 each

CHIPS

Approved Products	Approved Products	Size	Price
Pork Skins	BBQ Potato Chips	Single Serve	$0.65 each
Bugles	Cheetos Crunchy	Single Serve	$0.65 each
Cheez-it	Chex Mix	Single Serve	$0.65 each
Crunches	Doritos	Single Serve	$0.65 each
Fritos	Fritos with Chili/Cheese	Single Serve	$0.65 each
Funyuns	KC Masterpiece BBQ Chips	Single Serve	$0.65 each
Lays Baked Chips – Assorted	Lays Classic Potato Chips	Single Serve	$0.65 each
Mustard Pretzels	Old Vienna BBQ	Single Serve	$0.65 each
Old Vienna Red Hot Riplets	Potato Skins	Single Serve	$0.65 each
Pringles	Quaker Snack Mix	Single Serve	$0.65 each
Rold Gold Pretzels	Ruffles Cheddar & Sour Cream	Single Serve	$0.65 each
Ruffles Cheddar Bacon	Ruffles Chips	Single Serve	$0.65 each
Spicy Creole Tomato	Sun Chips	Single Serve	$0.65 each
TGIF Potato Skins		Single Serve	$0.65 each

SNACK ITEMS

Approved Products	Approved Products	Size	Price
Peanut Butter Crackers	Granola Bar	Single Serve	$0.70 each
Beef Summer Sausage	Nutri Grain Bar	Single Serve	$0.70 each
Cheese Crackers	Peanuts	Single Serve	$0.70 each
Chex Mix Bar		Single Serve	$0.70 each
Basil Brownie Crisp	Popcorn	Single Serve	$0.95each
Pop Tarts	Rice Krispie Treat	Single Serve	$0.95 each
Smith Brothers Wild Cherry		Single Serve	$0.95 each
Assorted Cereal	Yogurt	Single Serve	$1.05 each
Blueberry Bagel w/Cream Cheese	Pickle	Single Serve	$1.55 each
Plain Bagel w/Cream Cheese	Tropical Fruit	Single Serve	$1.55 each
Dole Fruit		Single Serve	$2.05 each
Chicken Salad	Tuna Salad	Single Serve	$2.55 each
Lunchables		Single Serve	$2.55 each

ATTACHMENT 2 (continued)

Approved Products/Selling Price

CANDY BARS

Approved Products	Approved Products	Size	Price
3 Musketeer	Almond Joy	Standard Vending	$0.90 each
Baby Ruth	Butterfinger Crisp	Standard Vending	$0.90 each
Butterfinger	Hershey w/Almonds	Standard Vending	$0.90 each
Hershey Milk Chocolate	Hershey Kissables	Standard Vending	$0.90 each
Hershey Take 5	Kit Kat	Standard Vending	$0.90 each
Kit Kat Extra Krispy	M&M Peanut	Standard Vending	$0.90 each
M&M Plain	Milky Way	Standard Vending	$0.90 each
Mounds	Nestle's Crunch	Standard Vending	$0.90 each
Pay Day	Payday Chocolate Avalanche	Standard Vending	$0.90 each
Reese's Crispy Crunch	Reese's Fast Break	Standard Vending	$0.90 each
Reese's Peanut Butter Cups	Reese's Snack Bar	Standard Vending	$0.90 each
Reese's Stick	Reese's White Chocolate Cup	Standard Vending	$0.90 each
Reese's Whipps	Snickers	Standard Vending	$0.90 each
Snickers Munch	Twix Caramel Cookie Bar	Standard Vending	$0.90 each
Whatchamacallit	Zero	Standard Vending	$0.90 each
3 Musketeer	Almond Joy	Large Vending	$1.05 each
Baby Ruth	Butterfinger Crisp	Large Vending	$1.05 each
Butterfinger	Hershey w/Almonds	Large Vending	$1.05 each
Hershey Milk Chocolate	Hershey Kissables	Large Vending	$1.05 each
Hershey Take 5	Kit Kat	Large Vending	$1.05 each
Kit Kat Extra Krispy	M&M Peanut	Large Vending	$1.05 each
M&M Plain	Milky Way	Large Vending	$1.05 each
Mounds	Nestle's Crunch	Large Vending	$1.05 each
Pay Day	Payday Chocolate Avalanche	Large Vending	$1.05 each
Reese's Crispy Crunch	Reese's Fast Break	Large Vending	$1.05 each
Reese's Peanut Butter Cups	Reese's Snack Bar	Large Vending	$1.05 each
Reese's Stick	Reese's White Chocolate Cup	Large Vending	$1.05 each
Reese's Whipps	Snickers	Large Vending	$1.05 each
Snickers Munch	Twix Caramel Cookie Bar	Large Vending	$1.05 each
Whatchamacallit	Zero	Large Vending	$1.05 each

COOKIES

Approved Products	Approved Products	Size	Price
Famous Amos Chocolate Chip	Grandmas Peanut Butter	Single Serve	$0.70 each
Snackwells	Sugar Free Wafers	Single Serve	$0.80 each

DESSERTS

Approved Products	Approved Products	Size	Price
Chocolate Chip Muffin	Key Lime Pie	Single Serve	$1.55 each
Mrs. Smith's Strawberry Crème Cheese Pie	Mrs. Smith's Turtle Pie	Single Serve	$1.55 each

ATTACHMENT 2 (continued)

Approved Products/Selling Price

MICROWAVABLE ITEMS

Approved Products	Approved Products	Size	Price
Cup O' Noodles	Egg & Cheese Muffin	Single Serve	$1.05 each
Tennessee Pride Sausage Biscuit		Single Serve	$1.05 each
Red Hot Beef/Bean Burrito	White Castle Cheeseburgers	Single Serve	$1.80 each
BBQ Pulled Pork	Honey Mustard Chicken	Single Serve	$2.05 each
Jumbo Beef Hot Dog	Mini Beef Taco	Single Serve	$2.05 each
Mini Chicken Taco	Sausage, Egg & Chicken Muffin	Single Serve	$2.05 each
Tony's Pepperoni Pizza	Tony's Sausage Pizza	Single Serve	$2.05 each
Chuckwagon Sandwich	Compleats Dinner	Single Serve	$2.30 each
Red Baron's Deep Dish Pizza	Tony's Supreme Pizza	Single Serve	$2.30 each
Bacon Cheeseburger	Bacon, Egg & Cheese Croissant	Single Serve	$2.30 each
BBQ Riblets	Buffalo Chicken Sandwich	Single Serve	$2.30 each
Double Charbroil Hamburger	Honey BBQ Pork Sandwich	Single Serve	$2.30 each
Jalapeno Cheeseburger	Jumbo Ham & Cheese	Single Serve	$2.30 each
Plain Cheeseburger	Sausage & Egg Sourdough	Single Serve	$2.30 each
Spicy Chicken Breast	Spicy Fish & Cheese	Single Serve	$2.30 each
BBQ Rib	Big AZ Beef Charbroil	Single Serve	$2.55 each
Big AZ Chicken	Big AZ Spicy Chicken	Single Serve	$2.55 each
Buffalo Chicken Drummies	Chicken Breast Patty	Single Serve	$2.55 each
Italian Combo	Jumbo Roast Beef	Single Serve	$2.55 each
Philly Cheese Steak	Philly Chicken Style	Single Serve	$2.55 each
Twin Chili Cheese Dogs	Double Pork Chop	Single Serve	$2.55 each
Turkey & Cheese Croissant		Single Serve	$2.55 each

CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
7 Up	Coke Classic	20 oz	$1.30 each
Coca Cola	Diet Coke	20 oz	$1.30 each
Dr. Pepper	Diet Dr. Pepper	20 oz	$1.30 each
Grape (Welch's, Sunkist, Crush)	Mellow Yellow	20 oz	$1.30 each
Mountain Dew	Diet Mountain Dew	20 oz	$1.30 each
Code Red Mountain Dew	Wild Cherry Pepsi	20 oz	$1.30 each
Pepsi	Diet Pepsi	20 oz	$1.30 each
Root Beer (IBC, Mug, A&W)	Diet Root Beer (IBC, Mug, A&W)	20 oz	$1.30 each
Sprite	Diet Sprite	20 oz	$1.30 each

ATTACHMENT 2 (continued)

Approved Products/Selling Price

CARBONATED DRINKS / CANS

Approved Products	Approved Products	Size	Price
7 Up	Coke Classic	12 oz	$0.70 each
Coca Cola	Diet Coke	12 oz	$0.70 each
Dr. Pepper	Diet Dr. Pepper	12 oz	$0.70 each
Grape (Welch's, Sunkist, Crush)	Mellow Yellow	12 oz	$0.70 each
Mountain Dew	Diet Mountain Dew	12 oz	$0.70 each
Code Red Mountain Dew	Wild Cherry Pepsi	12 oz	$0.70 each
Pepsi	Diet Pepsi	12 oz	$0.70 each
Root Beer (IBC, Mug, A&W)	Diet Root Beer (IBC, Mug, A&W)	12 oz	$0.70 each
Sprite	Diet Sprite	12 oz	$0.70 each

NON-CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
Apple Juice	Grape Juice	15.2 oz	$1.30 each
Orange Juice	Ruby Red Grapefruit Juice	15.2 oz	$1.30 each
Strawberry Kiwi		15.2 oz	$1.30 each
White Milk, 2%	Chocolate Milk	16 oz	$1.30 each
White Milk, Whole		16 oz	$1.30 each
Fruit Punch	Gatorade (Assorted)	20 oz	$1.30 each
Lipton Green Tea	Lipton Lemon Tea	20 oz	$1.30 each
Peach Papaya	Pink Lemonade	20 oz	$1.30 each
Strawberry Melon	Aquafina Water	20 oz	$1.30 each

HOT DRINKS

Approved Products	Approved Products	Size	Price
Decaf Coffee	Tea	Regular	$0.55 each
French Vanilla Coffee	Irish Crème Coffee	Regular	$0.55 each
Hot Chocolate		Regular	$0.55 each
Decaf Coffee	Tea	Large	$0.70 each
French Vanilla Coffee	Irish Crème Coffee	Large	$0.70 each
Hot Chocolate		Large	$0.70 each