STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN MAY 24, 2016
Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
(573) 526-6590
(573) 522-1682 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
05/13/2016	Attn: Chris Hackman Prairie Farms/Central Dairy Division 610 Madison St. Jefferson City, MO 65101	Amendment 003 CR879001	Ice Cream, Ice Cream Novelties, and Sherbet for Resale in Offender Canteens Tipton Correctional Center

CONTRACT # CR879001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices per line item for the period of July 26, 2016 through July 25, 2017.

The prices for the new contract period are as follows:

Line item 001 – Chocolate Ice Cream - $21.30 per case of 15
Line item 002 – Vanilla Ice Cream - $21.30 per case of 15
Line item 003 – Strawberry Ice Cream - $11.36 per case of 8
Line item 004 – Orange Sherbet - $21.30 per case of 15
Line item 005 – Vanilla Ice Cream Sandwiches - $8.89 per package of 24
Line item 006 – Sundae Cones - $11.15 per package of 24

All terms, conditions and provisions, including prices, of the previous contract period shall remain and apply hereto.

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Prairie Farms / Central Dairy Division
Mailing Address: 610 Madison St
City, State Zip: Jefferson City, MO 65101
Telephone: 573-635-6148
E-Mail Address: chackman@centraldairy.biz
Authorized Signer's Printed Name and Title: Chris Hackman General Manager
Authorized Signature: Chris Hackman Date: 5-16-16

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

Susan D. Wood 5/18/2016

Susan D. Wood, Chief Financial Officer, Division of Human Services **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JUNE 18, 2015 TO:
Lisa Graham
Lisa.Graham@doc.mo.gov
(573) 526-6611 - (573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
06/12/2015	**Attn: Chris Hackman** **Prairie Farms/Central Dairy Division** **610 Madison St.** **Jefferson City, MO 65101**	**Amendment 002** **CR879001**	Ice Cream, Ice Cream Novelties and Sherbet for Resale in Offender Canteen Tipton Correctional Center

CONTRACT # CR879001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices for the period of July 26, 2015 through July 25, 2016. The prices for the new contract period are as follows:

Line item 001 - Chocolate Ice Cream - $20.70 per case of 15.
Line item 002 - Vanilla Ice Cream - $20.70 per case of 15.
Line item 003 - Strawberry Ice Cream - $11.04 per case of 8.
Line item 004 - Orange Sherbet - $20.70 per case of 15.
Line item 005 - Vanilla Ice Cream Sandwiches - $8.64 per package of 24.
Line item 006 - Sundae Cones - $10.87 per package of 24.

All terms, conditions and provisions of the previous contract period shall remain and apply hereto.

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: Prairie Farms Dairy
Mailing Address: 610 Madison St.
City, State Zip: Jefferson City, MO 65101
Telephone: 573-635-6148 E-Mail Address: chackman@centraldairy.biz
Authorized Signer's Printed Name and Title: Chris Hackman General Manager
Authorized Signature: Chris Hack Date 6-12-15

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

Lenard D. Leng 6/16/15

Lenard D. Lenger, Comptroller, Division of Human Services **Date**

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN FEBRUARY 28, 2014 TO:
DIANA FREDRICK, CPPB
Diana.fredrick@doc.mo.gov
(573) 526-0591 - (573) 522-1582 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
01/30/14	Attn: Chris Hackman Prairie Farms/Central Dairy Division 610 Madison St. Jefferson City, MO 65101	Amendment 001 CR879001	Ice Cream, Ice Cream Novelties and Sherbet for Resale in Offender Canteen Tipton Correctional Center

CONTRACT # CR879001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices for the period of July 26, 2014 through July 25, 2015. The prices for the new contract period are as follows:

Line item 001 - Chocolate Ice Cream - $20.10 per case of 15.
Line item 002 - Vanilla Ice Cream - $20.10 per case of 15.
Line item 003 - Strawberry Ice Cream - $10.72 per case of 8.
Line item 004 - Orange Sherbet - $20.10 per case of 15.
Line item 005 - Vanilla Ice Cream Sandwiches - $8.26 per package of 24.
Line item 006 - Sundae Cones - $10.36 per package of 24.

All terms, conditions and provisions of the previous contract period shall remain and apply hereto.

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name: Chris Hackman
Mailing Address: 610 Madison St.
City, State Zip: Jefferson City, MO 65101
Telephone: 573-635-6148 E-Mail Address: chackman@centraldairy.biz
Authorized Signer's Printed Name and Title: Chris Hackman General Manager
Authorized Signature: [signature] Date 2/11/14

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

[signature] 2/13/14
Lenard D. Lenger, Comptroller, Division of Human Services **Date**

INVITATION FOR BID

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

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

IFB CR879

Ice Cream, Ice Cream Novelties and Sherbet For Resale in the Offender Canteen

FOR
Department of Corrections
Tipton Correctional Center

Contract Period: Date of Award through One Year
Date of Issue: July 10, 2013

Bids Must Be Received No Later Than:

2:45 p.m., Wednesday, July 24, 2013

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

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

Company Name: Prairie Farms / Central Dairy Division
Mailing Address: 610 Madison St.
City, State Zip: Jefferson City, MO 65101
Telephone: 573-635-6148 **Fax:** 573-634-3028
Federal EIN #: 37-0811846 **State Vendor #** 370811846O H
Email: orders@centraldairy.biz

Authorized Signer's Printed Name and Title Chris Hackmen General Manager

Authorized Signature: Chris Hack **Bid Date** 7/20/13

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

Contract No. CR879001

Lenard D. Lenger, Comptroller, Division of Human Services — Date 7/26/13

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

EXHIBIT A
Pricing Page

The bidder must state **only one** firm fixed price for all line items, delivered FOB Destination Prepaid and Allowed to the TCC. If bidding multiple brands, it is requested bidders make a copy of **EXHIBIT A**, Pricing Page to use for each alternate bid and clearly mark the pages **"alternate bid #1, alternate bid #2"**, etc. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Estimated Quantity (1 year)	Description	Firm Fixed Price
LINE ITEMS 001-006 - BID ALL OR NONE			
001	1,266	Chocolate Ice Cream ***Pint Size Only***	Case Price: $ 19.65 Pints per Case: 15 Brand: Central Kosher, Halal, or Both? Kosher (K, H, B) Name of Chocolate Flavor Bid: Chocolate UPC: 7394806011
002	1,688	Vanilla Ice Cream ***Pint Size Only***	Case Price: $ 19.65 Pints per Case: 15 Brand: Central Kosher, Halal, or Both? Kosher (K, H, B) Name of Vanilla Flavor Bid: Vanilla UPC: 7394806011
003	1,453	Strawberry Ice Cream ***Pint Size Only***	Case Price: $ 10.48 Pints per Case: 8 Brand: Prairie Farms Kosher, Halal, or Both? Kosher (K, H, B) Name of Strawberry Flavor Bid: Strawberry UPC: 72730 71929
004	468	Orange Sherbet ***Pint Size Only***	Case Price: $ 19.65 Pints per Case: 15 Brand: Central Kosher, Halal, or Both? Kosher (K, H, B) UPC: 7394806011

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A (Continued)
PRICING PAGE

Line Item	Estimated Quantity (1 year)	Description	Firm Fixed Price
LINE ITEMS 001-006 - BID ALL OR NONE			
005	537 *(Individual Bars)*	Vanilla Ice Cream Sandwiches	Case Price: $ 8.16 Pkgs. per Case: 1 # of Items per Pkg.: 24 # of ounces per item: 4 FLoz Brand: North Star Kosher, Halal, or Both? Kosher *(K, H, B)* UPC: 7273060042 Box? ____ Individual? X
006	912 *(Individual Cones)*	Sundae Cones	Case Price: $ 10.26 Pkgs. per Case: 1 # of Items per Pkg.: 24 # of ounces per item: 4 FLoz Brand: North Star Kosher, Halal, or Both? Kosher *(K, H, B)* UPC: 7273066000 Box? ____ Individual? X

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees, and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

— % if paid within — days of receipt of invoice Net 10 days

Web Site:

The bidder should state web site address if online invoicing is available: N/A

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A (Continued)
PRICING PAGE

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

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

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

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

MAXIMUM INCREASE		OR	MINIMUM DECREASE	
RENEWAL PERIOD	**ORIGINAL CONTRACT PRICE PLUS %**	**OR**	**RENEWAL PERIOD**	**ORIGINAL CONTRACT PRICE MINUS %**
1ST	3 %	**OR**	1ST	— %
2ND	6 %	**OR**	2ND	— %
3RD	9 %	**OR**	3RD	— %
4TH	12 %	**OR**	4TH	— %

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with 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: Prairie Farms / Central Dairy Division

Printed Name: Chris Hackman Email: chackman@centraldairy.biz

Authorized Signature: Chris Hack Date: 7/20/13

EXHIBIT F

Manufacturers' Information

The bidder must state the manufacturer's name, address, the manufacturer code and manufacturer product code (10 or 12 digits) for **each individual item (please do not use case UPCs)**. It is requested bidders make a copy of **EXHIBIT F** to use for additional manufacturers' information for each brand bid. For each alternate bid, clearly mark the pages **"alternate bid #1, alternate bid #2," etc.**

EXAMPLE: Manufacturer Code = 12345 **or** 012345 Manufacturer Five Digit Product Code: 67890 **or** 678900

Item# 001

Manufacturer Name: Prairie Farms dba Central Dairy

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 73948 **Manufacturer Five Digit Product Code:** 06011

Item# 002

Manufacturer Name: Prairie Farms dba Central Dairy

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 73948 **Manufacturer Five Digit Product Code:** 06011

Item# 003

Manufacturer Name: Prairie Farms

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 72730 **Manufacturer Five Digit Product Code:** 71929

EXHIBIT F, continued on next page

EXHIBIT F (Continued)

Manufacturers' Information

Item# 004

Manufacturer Name: Prairie Farms dba Central Dairy

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 73948 **Manufacturer Five Digit Product Code:** 06011

Item# 005

Manufacturer Name: North Star

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 72730 **Manufacturer Five Digit Product Code:** 60042

Item# 006

Manufacturer Name: North Star

Manufacturer Corporate Address: 1100 Broadway

Carlinville, IL 06011

Manufacturer Code: 72730 **Manufacturer Five Digit Product Code:** 66000

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids from prospective bidders to establish a contract for the purchase of ice cream, ice cream novelties and sherbet for the Missouri Department of Corrections (hereinafter referred to as the "Department") Tipton Correctional Center (hereinafter referred to as TCC) for resale in the offender canteen in accordance with the requirements and provisions stated herein.

1.1.2 ***Organization*** – This document, referred to as an Invitation for Bid (IFB), is divided in to the following parts:

Section 1. – Introduction and General Information	Exhibits A-F
Section 2. – Contractual Requirements	Terms and Conditions
Section 3. – Performance Requirements	
Section 4. – Bidder's Instructions	
Section 5. – Evaluation and Award	

1.2 General Information:

1.2.1 ***Terms and Conditions*** – It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Preferences
- Evaluation and Award

1.2.2 ***Background Information*** – The Department operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances and other items. By departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the Department. Once contracted, only contracted items are allowed to be sold in the canteens.

1.2.3 The estimated population for this correctional institution is 1,000.

1.2.4 The estimated annual gross sales for all line items are $6,100.00.

1.2.5 ***Funds*** – Expenditures from general revenue funds are not included in this contract.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be as stated on page one of the IFB. The contract shall not bind, nor purport to bind, the Department 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 four (4) additional twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of

the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

2.2 Renewal Periods:

2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A,** Pricing Page, of the contract.

a. As stated on **EXHIBIT A,** Pricing Page, all increases or decreases shall be calculated against the ORIGINAL contract price and NOT against the previous year's price. If a price increase or decrease was allowed as outlined in paragraph 2.5 of this IFB, the increase/decrease will be added/subtracted after the calculation of the renewal price has been determined.

EXAMPLE: Original Contract Price = $1.00, Maximum Increase = 2%, Economic Adjustment = 5%

Renewal Period Increase - $1.00 x 2% = $1.02
Economic Adjustment - $1.00 x 5% = $1.05
Renewal Period Price = $1.07 ($1.02 + $0.05)

b. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.

c. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

2.3 Contract Prices:

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

a. Price shall be considered firm for all items for the duration of the contract period unless a price increase/decrease is allowed as outlined in paragraph 2.5 of this IFB.

2.4 Point of Contact:

2.4.1 The contractor must act as the responsible agent for all distributors shipping product to the Tipton Correctional Center, and be the single point of contact on all matters.

2.5 Economic Adjustment Clause:

2.5.1 In the event that the contractor's cost for the items covered in this IFB and resulting contract should increase by more than 5% during the period of time in which the contract is in effect, the contractor may, upon submission of written proof of such increase and approval by the Department, be entitled to an adjustment in price accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department. All prices shall remain firm for the first six (6) months of this contract.

2.5.2 The contractor must submit a written request for price increases to the Department's Purchasing Section. Whenever possible, the written request shall be submitted thirty (30) days prior to the effective date of increase. Requests and documentation must be submitted via US Mail. If the

manufacturer or supplier provides a percentage increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying the contractor's cost at the time of the bid award, the new cost, and the effective date of the increase. If the manufacturer or supplier provides an actual dollar amount of increase, the claim for such adjustment must include a certification from the manufacturer or supplier verifying the increase and the effective date of the increase. Supporting documentation must be on original manufacturer's or supplier's letterhead, dated, signed, and must clearly establish the increase is to all customers and not to the Department or this contract alone. Supporting documentation will be returned to the contractor once the Department's Purchasing Section has verified its validity and shall not become part of the contract record.

2.5.3 In the event a written request from the contractor does not allow for a thirty (30) day notice prior to the effective date of the increase, the effective date of the increase, if allowed by the Department, will be thirty (30) days from the date of the receipt of a written request by the Department's Purchasing Section.

2.5.4 The increase will be allowed only on the cost of the item(s) to the contractor. No increase or change in the contractor's overhead, transportation costs, profit or other factors will be approved. The Department reserves the right to ask for invoices, published price lists, or any other evidence establishing the contractor's costs to support the increase. Failure to supply any requested documentation will be grounds to deny adjustment in price.

2.5.5 After receipt of the required documentation, and in the event a price change is authorized thereafter, no additional adjustments will be allowed for a term of six (6) months.

2.5.6 The Department further reserves the right to reject any proposed price increase, cancel the item(s) from the contract and re-bid the item(s), if it is determined to be in the best interest of the Department.

2.5.7 Contractors shall not delay or stop deliveries pending price changes. If a price increase is allowed through a formal contract amendment, no price increase shall be billed to the Department before the effective date of the increase. Billed price changes will only be accepted for payment on purchase orders dated on or after the effective price change date. Purchase orders dated prior to the effective price change date shall be billed at the contract price in existence before the amended price change regardless of when delivery is accepted.

2.5.8 In the event the Department has granted the contractor a price increase, and the contractor's costs should ***decrease*** by more than 5% during the period of time that the contract is in effect, the contractor shall pass any manufacturer's price decrease to the Department and such decreases shall become effective immediately upon notification by the contractor of the amount of the decrease. The contractor shall notify the Department immediately of any such decrease.

2.6 Invoicing and Payment Terms:

2.6.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item(s). Payment terms should be Net 30 unless otherwise stated in the IFB.

2.6.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A**, Pricing Page.

2.6.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A**, Pricing Page, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:

Attn: Offender Financial Services – Accounts Payable/TCC
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102

2.6.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.

2.6.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A**, Pricing Page.

2.6.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A**, Pricing Page the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.7 Subcontractors:

2.7.1 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 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.

2.8 Contractor's Employees

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

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 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.

2.8.6 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. PERFORMANCE REQUIREMENTS

3.1 Specifications:

3.1.1 All items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements as stated herein. Any item not conforming to the requirements stated herein including approved substitutions shall not be accepted.

3.1.2 Specifications including flavor, type and size are listed on **EXHIBIT A**, Pricing Page. Each product bid must meet all of the specifications required.

3.1.3 All ice cream must contain a minimum of 10% butterfat.

3.1.4 ***Flavors and Varieties*** – The contractor must be able to provide all of the required flavors of ice cream and sherbet, and all of the required varieties of novelties at all times.

a. The required flavors of ice cream shall be chocolate, vanilla, strawberry.

b. The required flavor of sherbet shall be orange.

c. The required flavors shall contain no nuts, marshmallows, toffee, or any other additional ingredients. Strawberry flavor may contain real strawberries.

d. The required novelties shall be sundae cones and vanilla ice cream sandwiches.

3.1.5 ***Size of Novelties*** – The Department desires that novelties provided be standard vending sizes in the range of four (4) to six (6) ounces and individually packaged for resale; however, the Department is willing to accept other packaging and sizes, with the minimum size being three and one-half (3.5) ounces.

3.1.6 All ice cream, novelties and sherbet must be fresh and quality must be equivalent to what is currently delivered to retail outlets.

3.2 Item Labeling Requirements:

3.2.1 ***General Labeling*** – The Department desires individually bar-coded items.

a. Line items 001-004 must be commercially packaged for resale, and the label or package must bear an identifying barcode.

b. The Department recognizes that line items 005 and 006 are typically packaged without an individual label that bears an identifying barcode; however, if available, individually bar-coded items are desired.

c. Package labeling, including trademarks, logos, graphics, etc., shall not depict violence, weapons, full or partial nudity, or illegal substances.

d. All line items shall not be pre-priced.

3.2.2 ***Specific Labeling*** - Each item's label must list the following:

- Name of Item
- Ingredients
- Nutrition Facts
- Net Weight
- Expiration Date
- Lot Number

3.3 Item Shelf Life:

3.3.1 All items must have a maximum shelf life upon delivery. Freshness dating shall be legible on each individual package. All items shall have a freshness date at least two (2) months beyond the date of delivery to the institution. Any items received with a shelf life of less than two (2) months will be refused or returned at the contractor's expense.

a. The Department prefers expiration/freshness dating to be in month year format; however, Julian date codes will be acceptable. If an awarded item expresses a Julian date code, the contractor must provide the formula to decode the Julian date upon notice of award.

3.4 Item Packaging Requirements:

3.4.1 All pints must be packaged in a round or "scround" paper or plastic container. Novelties must be individually wrapped.

3.4.2 Boxes or containers, as applicable, should be selected to the extent necessary to provide protection from physical and environmental damage during shipping and handling. Cushioning materials shall be applied, as required, to protect and to restrict movement of the item(s).

a. All cases that the items are delivered in must be labeled with the date of expiration/freshness date.

3.5 Substitution of Product or Item Changes:

3.5.1 ***Substitution of Product*** - Following award of the contract, no substitution of an awarded item will be permitted except in the case of natural disaster, item discontinuation by the manufacturer or supplier, or the inability of a manufacturer or supplier to ship. The contractor must provide documentation from the manufacturer or supplier to substantiate the occurrence of any of these aforementioned situations.

3.5.2 The contractor shall be obligated to obtain a substitution to replace an awarded item that meets or exceeds the specifications of the item that was originally awarded at no additional cost to the Department. Substitutions must be approved in advance by a formal contract amendment.

3.5.3 The Department reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if the price is equal to or less than the contract price. The Department shall be the final authority as to the acceptability of the proposed substitution.

3.5.4 ***Item Changes*** - The contractor must immediately notify the Department prior to the discontinuation of any item, change in packaging, size, or labeling **(i.e. UPC)** of an item awarded. The contractor must accept orders for items which are to be discontinued for a full thirty (30) days following notice to the Department of such discontinuation.

a. No changes shall be made on any item awarded to the contractor without written approval by a formal contract amendment. The contractor must submit documentation from the manufacturer or supplier to verify any change.

3.6 Replacement of Damaged/Defective Product:

3.6.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

3.7 Orders:

3.7.1 TCC will determine which of the offered flavors and novelties will be ordered, and may choose not to order or stock all flavors or all novelties at one time.

3.7.2 There shall be no minimum order requirements for all line items except for the smallest unit of order (case).

3.9 Delivery Performance:

3.9.1 Orders shall be placed by the TCC. Historically, the TCC places orders bi-monthly. The contractor must begin accepting orders upon notice of award. Initial delivery and all subsequent deliveries must be made within three (3) business days upon receipt of an authorized purchase order or state purchasing card transaction notice. All orders received on the last day of the contract must be shipped at the contract price.

a. Outdated or short dated products will not be accepted.

3.9.2 Delivery shall include unloading shipments at the TCC dock or other designated unloading site(s) as requested by the TCC. All orders must be shipped **FOB Destination, Freight Prepaid and Allowed.**

a. Delivery Address: Missouri Department of Corrections
Tipton Correctional Center
619 N Osage
Tipton, MO 65233
Phone: 660-433-2031

3.9.3 Deliveries can only be accepted Tuesday through Friday between 7:30 a.m. and 10:30 a.m. or 12:30 p.m. and 2:30 p.m. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

a. Pursuant to paragraph 12.b. in the Terms and Conditions of this IFB, a Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the TCC.

b. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at http://oa.mo.gov/pers/StateHolidays.htm.

3.9.4 **All products must be maintained at a temperature not to exceed -18°C or -0.4°F. Full cases of products showing evidence of deterioration from fluctuation in temperature will be returned at the contractor's expense.**

3.9.5 ***Delays in Delivery Performance:***

a. If at any time the contractor should encounter conditions impeding delivery of an awarded item(s), the contractor shall immediately notify the Department's Purchasing Section in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.

b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 3.9.5 a.

3.10 Item Selection and Sales Performance:

3.10.1 The selection of allowable items to be sold in the offender canteens is decided upon by a committee. If at any time during the contract period the committee decides to remove an awarded item(s) from the allowable list, the Department shall have the right to cancel that

item(s) from the contract. All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same.

3.10.2 The purpose of items selected for resale is to maximize sales potential for the benefit of the offender Canteen Fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the Department reserves the right to discontinue that item without penalty.

a. Full cases of any cancelled or discontinued item(s) will be returned for full credit at no cost to the Department.

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

4.1.1 Pursuant to paragraph 4.a. of the Terms and Conditions of this IFB, bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes except for the Buyer of Record. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

4.2 EXHIBIT A – Pricing Page:

4.2.1 The bidder must submit a **firm fixed price** on **EXHIBIT A**, Pricing Page for all items.

a. The prices quoted shall include all packing, handling, shipping and freight charges FOB destination freight prepaid and allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping.

b. Pricing shall be considered firm for the duration of the contract period unless a price increase/decrease is allowed as outlined in paragraph 2.5 of this IFB.

4.2.2 ***Bid All or None*** - A bid price must be stated for each item. If any one item is deemed non-responsive or unacceptable, or if a bidder is not able to supply or bid on one or more items, the entire bid will not be considered for award.

4.2.3 ***Estimated Quantities*** - The quantities listed on **EXHIBIT A**, Pricing Page are an estimated cumulative total based on ***individual item sales*** using historical sales data of the same or similar product. The Department makes no guarantees of single order quantities or total aggregate order quantities.

4.2.4 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A**, Pricing Page.

4.3 Kosher and Halal Items:

4.3.1 The bidder should indicate on **EXHIBIT A**, Pricing Page if the item(s) bid qualifies as Kosher or Halal. This is for informational purposes only and is not a criterion for evaluation and award.

a. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority.

b. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America.

4.3.2 Documentation certifying the items as Kosher or Halal must be submitted to the Department upon request.

4.4 Preferences:

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

a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.4.2 ***Organization for the Blind and Sheltered Workshop*** – Pursuant to section 34.165 RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized to any extent in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- Participation Commitment - The bidder must complete **Exhibit C**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the

organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

b. A list of Missouri sheltered workshops can be found at the following internet address: http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html.

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

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

1) Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

4.4.3 The Blind/Sheltered Workshop preference required under section 34.165 RSMo and 1 CSR 40-1.050 allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.5 Compliance with Terms and Conditions:

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

4.6 Bid Detail Requirements and Deviations:

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

4.7 Submission of Bids:

4.7.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may

cause an adverse impact on the evaluation of the bid.

4.7.2 Bids are due no later than the bid date and time as stated on the first page of this IFB.

4.7.3 ***Vendor Information Data Form*** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at http://doc.mo.gov/DHS/Contracts.php and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov .

4.8 Employee Bidding/Conflict of Interest:

4.8.1 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 official, please complete **EXHIBIT E**, Miscellaneous Information.

4.9 Manufacturer's Corporate and Plant Information:

4.9.1 The bidder shall complete and submit **EXHIBIT F**, Manufacturers' Information on all brands bid. This information is necessary in case of a recall by lot number.

5. EVALUATION AND AWARD

5.1 Evaluation:

5.1.1 The evaluation shall include the original contract period plus the renewal periods. Estimated quantities may be taken into consideration to compute the total price for the original contract period and renewal periods.

5.1.2 The cost evaluation will be calculated as follows:

a. For line items 001-004, the cost per pint will be calculated by dividing the firm fixed case price for each line item stated on **EXHIBIT A**, Pricing Page, by the number of pints per case to arrive at the cost per pint. The initial contract period cost for each line item will be calculated by multiplying the cost per pint by the estimated quantity.

b. For line items 005-006, the cost per ounce for each line item will be calculated by dividing the firm fixed case price for the line item stated on **EXHIBIT A**, Pricing Page, by the number of packages per case divided by the individual items per package to arrive at the individual item cost. The cost per ounce for each line item will be calculated by dividing the individual item cost by the total number of ounces of the individual item to arrive at the total cost per ounce for the initial contract period.

c. A cost for each renewal period will be calculated in the same manner as indicated in paragraphs 5.1.2 a. and 5.1.2 b. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price.

5.1.3 ***Determination of Cost Points*** – Cost points shall be computed for each line item bid as follows:

Lowest Responsive Total Evaluated Bid Price x 100 + earned preference points = Total Cost Points
Compared Total Evaluated Bid Price

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

5.2 Award:

5.2.1 One award shall be made for all line items to the bidder whose items meet specifications and has the highest total cost points.

5.2.2 ***Other Considerations*** – The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 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 offering.

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EXHIBIT B
Missouri Service-Disabled Veteran Business Enterprise Preference

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Missouri Department of Corrections 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 of Corrections 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 <u>must</u> 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 B, continued on next page

EXHIBIT B (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 C
Participation Commitment

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

Organization for the Blind Sheltered Workshop Commitment Table By completing this table the bidder commits to the use of organizations at the greater of $5,000.00 or 2% of the total dollar value of contract	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) **Ice Cream, Ice Cream Noveltles and Sherbet – LINE ITEMS 001 - 006:**	
Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop**
1.	Product/Service(s) proposed: _____ IFB Paragraph References: _____
2.	Product/Service(s) proposed: _____ IFB Paragraph References: _____

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EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form for Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	Certification #	_____ (or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

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

Date
(Dated no earlier than the IFB issuance date)

EXHIBIT E
Miscellaneous Information

Employee Bidding/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:		_____ %

STATE OF MISSOURI

MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. Some IFBs are available for viewing and downloading on the Department's website.
f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in

writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Hard copy bids may be mailed to the Department's post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number ***and*** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

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

8. PREFERENCES

a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The Department reserves the right to reject any and all bids.
g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (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 4/11/2013

Central Dairy Company
610 Madison St
Jefferson City MO 65101-3131

Missouri Dept of Corrections
Purchasing Section
2729 Plaza Dr.
Jefferson City, MO 65109

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