

SINGLE FEASIBLE SOURCE



**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
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SFS Y16709152

Loomis Brothers Equipment Company

FOR

**Department of Corrections
Division of Adult Institutions
Various Institutions**

**Contract Period:
July 1, 2016 through June 30, 2017**

Date of Issue: June 3, 2016

Page 1 of 14

Document must be delivered to the Missouri Department of Corrections, Purchasing Section by E-Mail, Fax, or Mail/Courier (P.O. Box 236, Jefferson City, Missouri 65102 or 2729 Plaza Drive, Jefferson City, MO 65109).

The company identified in the spaces below hereby declares understanding

Company Name: Loomis Brothers Equipment Co.
Mailing Address: 409 Biltmore Drive
City, State, Zip: Fenton MO 63026
Telephone: 636-343-8888 Fax: 636-600-4950
Federal EIN #: 43 0742008 State Vendor #: 5035643
Email: vanderson@loomisbros.com

Authorized Signer's Printed Name and Title: Vicky Anderson, Parts Manager
Authorized Signature: Vicky Anderson Date: 06-06-16

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: In its entirety.

[Signature] Contract No. SFS Y16709152
Dave Dormire, Director, Division of Adult Institutions Date: 6/8/16

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

1. INTRODUCTION AND GENERAL INFORMATION

This section of the SFS includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the Department of Corrections (hereinafter referred to as the "Department") desires to establish a contract with Loomis Brothers Equipment Company for parts and supplies for the ongoing performance of Milnor washers and dryers at facilities within the Department throughout the State of Missouri.
- 1.1.2 All requirements and provisions referenced herein as well as the attached Department's requirements, terms and conditions shall apply and govern all provisions provided under the contract.
- 1.1.3 Please complete this document as instructed herein. Your signature is required to confirm your offer to contract for the products described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the Department, a binding contract shall exist between Loomis Brothers Equipment Company and the Department.
- 1.1.4 The Department reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the Department prior to finalizing a contract.
- 1.1.5 Time is of the essence regarding submittal of information relating to this request. Your response to this document is required by **June 15, 2016**. If you have any questions, you may contact the Buyer of Record at 573-526-0591 or at Diana.fredrick@doc.mo.gov.

1.2 Organization:

- 1.2.1 This document referred to as Single Feasible Source (SFS) Y16709152, is divided into the following parts:
 - Introduction & General Information
 - Performance Requirements
 - General Contractual Requirements
 - Submission & Award Information
 - Exhibit A – Miscellaneous Information
 - Terms & Conditions

END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the SFS includes requirements and provisions relating specifically to the performance requirements required by the Department. The contents of this section include mandatory requirements that will be required of the contractor. Response to this section by the contractor is requested in the Exhibit section of this SFS. The contractor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor upon acceptance by the Department.

2.1 General Requirements:

2.1.1 This document establishes a contract for parts and supplies for the ongoing performance of Milnor washers and dryers at facilities within the Department throughout the State of Missouri. The parts and supplies shall be provided in accordance with the requirements and provisions stated herein and in accordance with section 34.044 RSMo for single feasible source procurement.

2.2 Scope of Work:

2.2.1 The contractor shall provide and deliver all parts and supplies as ordered by the institutions listed on **ATTACHMENT 1**.

2.2.2 Replacement Parts and Supplies - The contractor shall provide all parts and supplies. Parts and supplies shall be new or remanufactured and conform to the original equipment manufacturer's specifications. The Department shall have the option to choose new or remanufactured parts. Any applicable warranty periods or prorated guarantees shall be upheld by the contractor for all replacement parts. In the event that only remanufactured parts are available for discontinued items, remanufactured parts will be ordered by the Department.

2.3 Warranty:

2.3.1 The contractor must warrant to the Department that the items furnished under this contract will be of first line quality and new condition. The contractor shall also guarantee that all materials used in the manufacturing of the items shall meet or exceed all applicable industry standards.

- a. The contractor shall provide, at a minimum, the standard manufacturer's warranty for the items purchased. Warranty shall commence upon delivery and acceptance of the parts by the Department.

2.4 Minimum Orders:

2.4.1 There shall be no minimum order dollar amount for all items purchased.

2.5 Delivery:

2.5.1 All items must be available for delivery to all institutions listed on **ATTACHMENT 1**.

2.5.2 Orders shall be placed by the institutions. The contractor must begin accepting orders upon notice of award. Orders must be delivered to the ordering institutions within **twenty (20) business days** upon receipt of an authorized purchase order or state purchasing card transaction notice.

2.5.3 Delivery shall include unloading shipments at the Department dock or other designated unloading site(s) as requested by the Department.

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

of such change. Institutions have specific times that deliveries can be accepted. 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. 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://content.oe.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.6 Invoicing and Payment Terms:

- 2.6.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.6.2 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 items.

- 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**, Miscellaneous Information, 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.payables@doc.mo.gov or mailed to:

Accounts Payable
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

- 2.6.4 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, and must be itemized in accordance with items listed on the purchase order. All packing, handling, and freight charges must be included on each invoice. 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 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**, Miscellaneous Information, the website address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.6.6 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

2.7 Product Returns

2.7.1 Individual items may be returned to the contractor provided the items are in resalable condition (original, unmarked, sealed package) and are returned within thirty (30) days of receipt of the order.

2.7.2 If a restocking fee is assessed, it shall not be assessed in cases where the product was shipped in error or was otherwise damaged, defective, or received past the agreed-to delivery time.

2.7.3 For products shipped in error, and for defective and/or damaged items, the contractor shall arrange for the return of the item(s) in a timely manner and the contractor shall be responsible for all shipping and handling costs.

2.7.4 All returned item(s) must be credited back to the Department within two (2) working days through a credit invoice.

- a. If an institution uses the state purchasing card for payment of the returned item, the location's state purchasing card shall be credited within the time frame indicated in 2.8.4.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 Contract:

- 3.1.1 Contract - A binding contract shall consist of: (1) the SFS and any amendments thereto, (2) the contractor's response to the SFS, (3) clarification of the response, if any, and (4) the Department's acceptance of the response by "notice of award". All exhibits included in the SFS shall be incorporated into the contract by reference.
- a. 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.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. 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.
- 3.1.2 Contract Period - The original contract period shall be as stated on page one (1) of the SFS. 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 two (2) 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.
- 3.1.3 Contract Price - All prices shall be the current published catalog/list price. If discounts are available for the product ordered, the contractor shall apply the discount off the current published catalog/list price. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.1.4 Contractor's Employees - If entering the institution's perimeter, the contractor and all of the contractor's employees and agents providing service in any Department of Corrections institution must be at least eighteen (18) 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 may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- a. 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.

- b. 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.
 - c. 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.
 - (1) 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.
 - a. 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.
 - d. 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.
 - e. 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.
- 3.1.5 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.6 Independent Contractor - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters

- 3.1.7 **Replacement of Defective/Damaged Product** - 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.
- 3.1.8 **Point of Contact** - The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.
- 3.1.9 **Hazard Communication Safety Data Sheets and Labeling Requirements**- The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.
- 3.1.10 **Business Compliance** - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. SUBMISSION AND AWARD INFORMATION

4.1 Acceptance of Contract:

4.1.1 The contractor should include the cover page, completed exhibits, forms, and other information concerning the contract.

- a. The contract must be signed and returned with all necessary attachments to the Purchasing Section before **June 15, 2016**. Specifically, **any** form containing a signature line such as page 1 of the original SFS and any amendments thereafter, etc., shall be manually signed and returned as part of the contract.

4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is awarded. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. Additionally, after a contract is executed, the contract(s) is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php>.

END OF SECTION FOUR: SUBMISSION AND AWARD INFORMATION

**Exhibit A
Miscellaneous Information**

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

The contractor should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the contractor agrees, the contractor shall be responsible for all service fees, merchant fees, and/or handling fees.

Agreement GA Disagreement _____

Terms:

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

0 % if paid within N/A days of receipt of invoice

Web Site:

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

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items in accordance with all requirements contained herein and the Terms and Conditions.

Company Name: Loomis Brothers Equipment Co.

Authorized Signature: Vicky Anderson Printed Name: Vicky Anderson

Date: 06-06-16 Email: vanderson@loomisbros.com

**STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS – SINGLE FEASIBLE SOURCE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). 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 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.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. 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 at the contractor's expense.
- f. 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.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of 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 Department may have.

5. CONFLICT OF INTEREST

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

6. 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 intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. 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.

7. 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 State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

8. 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 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the 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 state deems appropriate and charge the contractor for any additional costs incurred thereby.

9. 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. 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.

10. 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.

11. 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:
- b. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- c. The identification of a person designated to handle affirmative action;
- d. 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;
- e. The exclusion of discrimination from all collective bargaining agreements; and
- f. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the 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.

12. 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).

13. 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.

14. COMMUNICATIONS AND NOTICES

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

ATTACHMENT 1

FULTON RECEPTION & DIAGNOSTIC CENTER

1393 Highway O
Fulton, MO 65251
PH: 573-592-4040

KANSAS CITY RE-ENTRY CENTER

651 Mulberry Street
Kansas City, MO 64106
PH: 816-842-7467

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069
PH: 636-257-3322

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville, MO 64468
PH: 660-582-6542

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652
PH: 417-767-4494

TIPTON CORRECTIONAL CENTER

619 N. Osage Avenue
Tipton, MO 65081
PH: 660-433-2031

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

1011 E. Highway 54, Vandalia, MO 63382
PH: 573-594-6686

WESTERN MISSOURI CORRECTIONAL CENTER

609 E. Pence Road, Cameron, MO 64429
PH: 816-632-1390

**WESTERN RECEPTION & DIAGNOSTIC
CORRECTIONAL CENTER**

3401 Faraon Street, St. Joseph, MO 64506
PH: 816-387-2158