



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN October 21, 2015 TO:

Beth Lambert, Procurement Officer II

Beth.Lambert@doc.mo.gov

(573) 526-6494 (Phone)

(573) 522-1562 (Fax)

FMU/PURCHASING SECTION

P.O. BOX 236

JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
September 28, 2015	Attn: Jeff Price, Senior Acct. Exec. Mediacom 1211 Wilkes Blvd. Columbia, MO 65201	Amendment #004 CN701001	Cable/Satellite Television Services For Algoa Correctional Center Jefferson City Correctional Center

CONTRACT CN701001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 4, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2015 through November 30, 2016.

All other terms, conditions and provisions of the previous contract period, including prices, 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: MCC Missouri LLC - Mediacom

Mailing Address: 1211 Wilkes Blvd

City, State Zip: Columbia MO 65201

Telephone: 573-673-5108

E-Mail Address: spurcell@mediacomcc.com

Authorized Signer's Printed Name and Title: Steven L. Purcell

Authorized Signature: Steve Purcell Date: 10/8/15

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

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

10/13/15
Date



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

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 528-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
11/06/14	Attn: Jeff Price, Senior Account Executive Mediacom 1211 Wilkes Blvd. Columbia, MO 65201	Amendment 003 CN701001	Cable/Satellite Television Services Department of Corrections Algoa Correctional Center and Jefferson City Correctional Center

CONTRACT CN701001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.2.1 and 2.3.1 on page 4, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 1, 2014 through November 30, 2015.

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

Return of this amendment by the contractor is not required.

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

Dave Dormire, Director, Division of Adult Institutions

11/12/14
Date



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

RETURN AMENDMENT NO LATER THAN November 22, 2013 TO:

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-528-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
11/20/13	Mediacom 1211 Wilkes Blvd. Columbia, MO 65201	Amendment 2 CN701001	Cable/Satellite Television Services Department of Corrections Jefferson City Correctional Center and Algoa Correctional Center

CONTRACT CN701001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above referenced contract for the period of December 1, 2013 through November 30, 2014.

All terms, conditions and provisions, including price 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: Mediacom

Mailing Address: 1211 Wilkes Blvd.

City, State Zip: Columbia MO 65201

Telephone: (573) 673-5108

E-Mail Address: jprice@mediacomcc.com

Authorized Signer's Printed Name and Title: Jeff Price Senior Account Executive

Authorized Signature: Jeff Price Date: 11-20-13

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

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

11/22/13
Date



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

RETURN AMENDMENT NO LATER THAN 02/15/13 TO:

John Hall, Procurement Officer II
john.hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
01/31/13	Mediacom Business 1211 Wilkes Blvd. Columbia, MO 65201	Amendment #001 CN701001	Cable/Satellite Television Service

CONTRACT CN701001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.3.3 b. of contract CN701001, the Missouri Department of Corrections desires to add the five (5) following channels to both the Jefferson City Correctional Center (JCCC) and the Algoa Correctional Center (ACC) locations: Speed, Spike, Fox Movie Channel, Biography Channel, and Country Music Television.

The additional charge to add such channels shall be \$.10 per drop, per facility. Therefore, new line item prices shall be as follows:

- 001 – JCCC, 875 drops: \$6.25 per drop, per month
- 002 – ACC, 769 drops: \$6.25 per drop, per month

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: Jeff Price
 Mailing Address: 1211 Wilkes Blvd
 City, State Zip: Columbia MO 65201
 Telephone: (573) 673-5108
 E-Mail Address: jprice@mediacomcc.com
 Authorized Signer's Printed Name and Title: Jeff Price Senior Account Executive
 Authorized Signature: [Signature] Date: 2-19-13

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

[Signature] 2/19/13
 Dave Dormire, Director, Division of Adult Institutions Date

INVITATION FOR BID

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

Bids Must be Received No Later Than:

REVISED BY AMENDMENT 1

2:00 p.m., **August 21, 2012**

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

Amendment 1 IFB CN701

Cable/Satellite Television Service

FOR
Department of Corrections
Jefferson City Correctional Center
and
Algoa Correctional Center

Contract Period: date of award thru one year

Date of Issue: July 27, 2012

Page 1 of 2

Procured by the

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

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

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

Company Name: Mediacom Business
Mailing Address: 1211 Wilkes Blvd.
City, State Zip: Columbia, MO 65201
Telephone: 217-821-2300 Fax: 217-607-2188
Federal EIN#: 06-16-3284 State Vendor#: _____
Email: tbrozenc@mediacomcc.com

Authorized Signer's Printed Name and Title Tim A. Brozenc, Key Account Executive

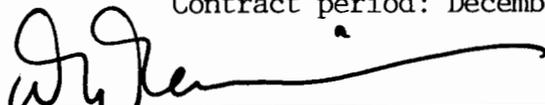
Authorized Signature:  Bid Date 8-21-12

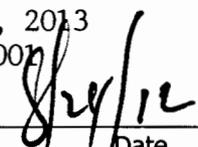
NOTICE OF AWARD:

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

Contract period: December 1, 2012 through November 30, 2013

Contract No. CN701001


Dave Dormire, Director, Division of Adult Institutions


Date

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

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109
Attn: Gary Stoll, CPPB, Procurement Officer II

Aug 21, 2012

Re: Invitation for Bid (IFB CN701)

To Whom It May Concern:

Thank you for the opportunity to bid for cable/satellite television service for both the Jefferson City Correctional Center (JCCC) and the Algoa Correctional Center via IFB CN701.

Mediacom Communications is the nation's eighth largest cable television company based on the number of basic video subscribers, and among the leading cable operators focused on serving the smaller cities and towns in the United States. Our service areas have a significant concentration in the Midwest and Southern regions, and we are the leading provider of broadband services in Iowa and the second largest in Illinois.

Through our interactive broadband network, we provide our customers with a wide variety of advanced products and services, including video services, such as video-on-demand, high-definition television and digital video recorders, high-speed data and phone service. We offer the triple-play bundle of video, HSD and phone over a single communications platform, a significant advantage over most competitors in our service areas.

Our objective is to be the preferred multi-platform provider of entertainment, information and telecommunications services, as well as the recognized leader in providing superior customer service and support in the markets we serve.

We look forward to working with you on this project, as well as others in the future.

Sincerely,



Tim Brozenec, KAE
1211 Wilkes Blvd, Columbia, MO 65201
217-898-7342
tbrozenec@mediacomcc.com

Amendment 1 makes the following revision to IFB CN701

Bid due date extended until August 21, 2012

Paragraph 3.4.1 revised as follows:

- 3.4.1 Upon award of the contract, the contractor shall work with JCCC and ACC and any other provider designated by JCCC and ACC to insure an orderly transition of services under the contract and to insure uninterrupted service.
- a. The contractor must be able to provide full service within *one-hundred and fifty (150)* days after notice of award.

INVITATION FOR BID

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

Bids Must be Received No Later Than:

2:00 p.m., August 2, 2012

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

IFB CN701

Cable/Satellite Television Service

FOR
Department of Corrections
Jefferson City Correctional Center
and
Algoa Correctional Center

Contract Period: date of award thru one year

Date of Issue: July 26, 2012

Page 1 of 31

Procured by the

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

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

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

Company Name: MediaCom Business
Mailing Address: 1211 Wilkes Blvd
City, State Zip: Columbia, MO 65201
Telephone: 217-821-2300 Fax: 217-607-2188
Federal EIN#: 06-16-3284 State Vendor#: _____
Email: tbrozenac@mediacomcc.com

Authorized Signer's Printed Name and Title Tim A. Brozenac, Key Account Executive

Authorized Signature:  Bid Date 8-21-12

NOTICE OF AWARD:

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

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date _____

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

1. INTRODUCTION

1.1. Purpose

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as Department) is accepting bids to establish a contract for cable/satellite television service at Jefferson City Correctional Center (herein after referred to as JCCC) located at 8416 No More Victims Road, Jefferson City MO 65101 and the Algoa Correctional Center (hereinafter referred to as ACC) located at 8501 No More Victims Road, Jefferson City MO 65101.
- 1.1.2 This is a rebid of IFB CN620. No award was made from IFB CN620. Bidders should review the requirements of this IFB carefully, as some requirements have changed.

1.2. Contact

- 1.2.1. Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 1.2.2. Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this and future bidding opportunities.**

1.3. Background Information

- 1.3.1 The Jefferson City Correctional Center (JCCC) officially opened September 15th, 2004, with a capacity of 1996 C-5 maximum security offenders and a staff of 660. It was constructed to replace the Missouri State Penitentiary which opened in 1836 and was the oldest operating prison west of the Mississippi River. It features a large industrial operation making items such as license plates, wood furniture, clothing, graphic arts products as well as engraved items. It also features a 288 bed drug and alcohol treatment program for long term and high risk offenders, and victims programs utilizing crime victims in unique rehabilitation programming.
- a. JCCC has approximately 875 drops.
- b. JCCC has 864 two (2) man cells with one drop each where splitters may be installed.
- 1.3.2 The Algoa Correctional Center (ACC) opened in 1932 and is located six miles east of Jefferson City. It is a medium security (C-2) facility with a capacity of 1,635 male inmates. ACC was selected as one of three facilities to pilot the Long Distance Dads Parenting Program for male inmates.
- a. ACC has approximately 769 drops.
- b. ACC has 418 two (2) man cells with one drop each where splitters may be installed.
- c. ACC has an open bay housing unit divided into four (4) sections with one-hundred (100) beds per section, with each section containing fifty (50) drops where splitters may be installed.
- 1.3.3 Each drop may not have a splitter or a television attached at all times. The number of televisions in use changes daily. The number of drops and possible number of splitters represents the maximum number of televisions that may be in use and is provided for informational purposes.
- 1.3.4 The Department is requiring the Trinity Broadcast Network Second Chance channels as part of the required channel lineup. Information regarding the programming of Trinity Broadcasting Network Second

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Chance can be found at www.tbsecondchance.org. Cable and satellite provider information regarding Trinity Broadcasting Second Chance may be obtained by contacting Robert Higley, Vice President of Affiliate Sales and Relations, Trinity Broadcast Network, 972-313-9500 option 1.

- 1.3.5 The format of Exhibit A, Pricing Page of this IFB has been revised from previous bids issued by the Department. Bidders should review Exhibit A, Pricing Page carefully. The Department will no longer pay a onetime cost for equipment, installation and set-up. All cost for equipment, installation and set-up shall be built in to the monthly service charge.

1.4 Vendor Information Data Form

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

1.5 Tour of the Facilities

- 1.5.1 Non-mandatory tours of the facilities are available by appointment. To make an appointment for a site tour, please contact the following persons:

- Algoa Correctional Center, Steve Samson, Business Manager, 573-751-3911 extension 250 or steve.samson@doc.mo.gov.
- Jefferson City Correctional Center, Cindy Wansing, Business Manager, 573-751-3224 extension 2010 or cindy.wansing@doc.mo.gov.

- a. Any potential bidder interested in participating in a tour must provide the full name, date of birth, and social security number of each individual planning to attend a tour.
- b. Each potential bidder is limited to two (2) individuals at the site inspection.
- c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras, tape recorders and purses will not be permitted inside the facility.
- d. The Department reserves the right to accept or reject any person requesting site inspection.
- e. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Gary Stoll at (573) 526-6402 or gary.stoll@doc.mo.gov.

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

- 1.5.3 Bidders are strongly encouraged to advise the Department at the time of making the appointment of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

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2 CONTRACTUAL REQUIREMENTS

2.1 Contract

- 2.1.1 A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the bid by "notice of award" or "purchase order."
- 2.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2 Contract Period

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

2.3 Renewal Periods

- 2.3.1 If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase quoted for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.
- a. If renewal prices are not provided, the prices during renewal periods will be the same as during the original contract period.
 - b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Prices

- 2.4.1 Pricing shall be considered firm for the duration of the contract period except as allowed herein.
- 2.4.2 Service Charge: Price changes on the per-drop per month service charge shall only be allowed upon contract renewal and shall not exceed the maximum increase or be less than the minimum decrease indicated on the pricing page.
- 2.4.3 Programming Charge: Price increases on the monthly programming charge shall be allowed one time during the original contract period and one time during each renewal period upon written documentation of a price increase from the signal provider. Such written documentation must be provided at least thirty (30) days prior to the requested price increase. Programming charge increases shall not exceed the maximum percentage increase indicated on the pricing page.
- 2.4.4 Taxes and fees: Price changes on applicable taxes, FCC fees, franchise fees, and other non-service or non-programming fees may be implemented upon proof of change of the taxes and fees by the taxing entity. The contractor must provide written documentation of such changes to JCCC and ACC prior to implementing the increase.
- a. The Department does not pay state sales tax.

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2.5 Invoicing and Payment Terms:

- 2.5.1 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 items/services.
- 2.5.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.5.3 The Department may choose to use the canteen purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the canteen 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
 Missouri Department of Corrections
 P.O. Box 1609
 Jefferson City MO 65102

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. 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.

- b. If the canteen 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 canteen purchasing card shall not be charged until the goods/services are received and accepted.**
- 2.5.4 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**
- 2.5.5 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, Pricing Page** the web site 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 Liability

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

2.7 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 contractor shall agree

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and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- a. The contractor must function as the single point of contact for the Department for all services provided, including but not limited to issues related to channel selection, signal quality, invoicing and billing, regardless of any subcontract or programming arrangements.
- b. The contractor must provide the Department with a contact name, phone number and email address of the person who will serve as the contact for the Department. The contact must have the authority to speak on behalf of the contractor on matters relating to the contract. The contact must be reachable by the Department by phone and email without going through the contractor's normal consumer customer service line.

2.8 Assignment of Contract

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

2.9 Title

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

2.10 Deficiency Notice

- 2.10.1 The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at JCCC and ACC are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices shall contain recommended remedies as well as acceptable terms of reconciliation.
 - a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute.
 - b. The delivery of a deficiency notice must be verifiable by either party through a confirmation memorandum, an entry into formal meeting minutes, and/or a certified letter (with return receipt request).
 - c. Upon receipt of the notice of deficiency, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period.

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2.11 Contract Prices and Percentages:

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

2.12 Usage Agreements

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

2.13 Affidavit of Work Authorization and Documentation

2.13.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.

2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

2.14 E-Verify

2.14.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
- b. Provide to the Department the documentation required **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

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

Mediacom: Read, understand, & comply.

3 PERFORMANCE REQUIREMENTS

3.1 General Requirements

- 3.1.1 The contractor shall provide cable/satellite services for the buildings located at ACC and JCCC in accordance with the requirements set forth herein.
- 3.1.2 The contractor must provide all equipment and the maintenance and repair thereof that are relative to the cable/satellite television service.
- a. The contractor shall be responsible for installation, maintenance and repair for all equipment and wiring up to and including the head end. JCCC and ACC shall be responsible for all equipment and wiring past the head end.
 - b. A head end shall be installed at each institution.

3.2 Equipment and Supply Requirements

- 3.2.1 The contractor must furnish and maintain in good repair all equipment, including, but not limited to dishes, antennas, TVROS, modulators, amplifiers, taps and wiring, and any other equipment necessary to perform the requirements of the contract.
- a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract. All contractor supplied equipment must be of the latest technology and the most recent production model.
 - b. The repair, maintenance and replacement of contractor supplied equipment, as necessary, shall be at no cost to JCCC and ACC.
 - c. If proposing satellite service, dishes are limited to two roof top dishes not to exceed forty inches (40") in diameter. If the dishes are not round, the largest dimension shall not exceed forty inches (40").
 - 1) If necessary, a third dish not to exceed forty inches (40") may be utilized for the TBN Second Chance Channels.
 - 2) The placement, method of mounting and cable run of satellite dishes must be approved by JCCC and ACC and by the Office of Administration, Division of Facilities Management, Design and Construction (OA-FMDC).
 - d. Receivers must be properly balanced in order to minimize the possibility of channel bleed-over.
 - e. Any additional equipment required in order to maintain the required channel selection due to signal change, changes in technology, etc. shall be the responsibility of the contractor.
 - f. The head end rooms at JCCC and ACC are air conditioned to the building settings. Any additional cooling requirements to properly maintain the equipment (i.e. rack fans) are the responsibility of the contractor, and must be per industry standards and NEC 2011 requirements.
 - g. **R-Rated or above programming must not broadcast under any circumstances.** Therefore, the contractor must supply the necessary equipment to block any R-rated or above programming. This shall include, but not be limited to, any trial offer previews or channels that may broadcast R-rated or above programming.
 - h. JCCC and ACC will provide sufficient space and the necessary electrical power to successfully run the cable system.

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3.3 Service Requirements

- 3.3.1 The contractor must provide a clear signal to all television locations. The signal strength must be a minimum of 17.0 db at the head end. The contractor must have the capability for each television to view different channels simultaneously on owner furnished, cable-ready televisions.
- 3.3.2 **The use of individual cable boxes is prohibited.**
- 3.3.3 The contractor must provide **all** of the channels listed in **Attachment 1, Required Channels**.
- a. The contractor may provide additional no-charge channels. Additional no-charge channels must be approved by JCCC and ACC.
 - b. Other additional channels may be added by written amendment at a price mutually agreed upon by JCCC and ACC and the contractor.
 - c. Premium or pay-per-view channels (HBO, Showtime, etc.) shall not be permitted. **No programming that is R-Rated or above will be allowed.**
 - d. In the event that a required channel ceases operation during the contract period, the contractor shall offer a replacement channel that is mutually acceptable to both the contractor and JCCC and ACC. The contractor must provide documentation in the form of written verification from the originating broadcaster or a news release from a reputable trade publication or news source that the channel is ceasing operation.
 - e. In the event that a contractor's broadcast agreement for a required channel expires and is not renewed during the contract period, the contractor shall offer a replacement channel that is mutually acceptable to both the contractor and JCCC and ACC. The contractor must provide written verification from the originating broadcaster or the parent satellite provider documenting that the channel is no longer available. If a broadcast agreement is reached and the channel in question becomes available again, the contractor must re-add it to the channel lineup.
 - 1) ESPN, Fox Sports Midwest and Trinity Broadcast Network Second Chance Channels are exceptions as these channels are essential to JCCC and ACC operations. The contractor must provide all of these channels at all times.
 - f. If at any time JCCC and ACC determines that the programming content of any of the mandatory or optional channels is not appropriate for a correctional facility, the contractor shall be required to block the channels upon written request.
- 3.3.4 The contractor must provide a minimum of five (5) institutional channels for JCCC use and four (4) institutional channels for ACC use. The institutional channels must be capable of showing rented movies and character generated messages within the facility.
- c. VCRs, DVD players and character generators shall be supplied by JCCC and ACC.
 - d. JCCC has fixed channel modulators and the institutional channels must be on channels 2, 3, 4, 5 and 6.
 - e. JCCC and ACC must have the ability to install VCRs, DVD players and character generators at a location other than the head end as designated at each institution.
- 3.3.5 Response to service calls must be as soon as possible and within twenty-four (24) hours. Service interruptions beyond twenty-four (24) hours shall be deducted from the monthly billing.

Media.com - Read, understand & comply.

- a. Individual channel outages beyond twenty-four (24) hours shall be pro-rated and deducted from the monthly billing.
- b. Service interruptions **MUST** not affect the institutional channels or the ability to show movies within the institution.

3.3.6 Preventative maintenance reviews shall be conducted semi-annually.

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

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

3.4 Transition

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

- a. The contractor must be able to provide full service within one-hundred and twenty (120) days after notice of award.

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

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

3.5 Contractor's Employees

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

4 BIDDERS INSTRUCTIONS

4.1 Compliance with Terms and Conditions

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

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4.2 Bid Detail Requirements and Deviations

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

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

4.2.3 The bidder should state on **Exhibit C, Additional Channels**, a list of proposed additional no cost channels.
 a. Additional channels will not be considered in the evaluation and determination for the award of the contract.

4.3 Firm, Fixed Pricing

4.3.1 The bidder shall submit firm fixed pricing on the **Exhibit A, Pricing Page**. The bidder may itemize their pricing per the categories listed on the pricing pages, or the bidder may submit one combined price and enter it in line item 001. The prices bid shall remain valid for 90 days from bid opening date unless otherwise indicated.

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

4.4 Missouri Service-Disabled Business Preference

4.4.1 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 enterprises and who complete and submit Exhibit E, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit E and the documentation specified on **Exhibit E** in accordance with the instructions provided therein, no preference points will be applied.

4.5 Evaluation and Determination for Award

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

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

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

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

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

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- 4.5.3. The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but may not necessarily be limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years.
- 4.5.4. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.
- 4.5.5. Any bid received requiring the Department to execute a usage agreement and/or any other agreement as a condition of providing service shall be deemed non-responsive and removed from consideration for award.

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**EXHIBIT A
Pricing Page**

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

Line Item	Description	Firm, Fixed Price	
001	JCCC. Cable/Satellite service charge. <i>include all miscellaneous costs, including but not limited to equipment rental charges, service and maintenance charges, etc.</i>	\$ _____ <i>Total per month</i>	OR \$ <u>6.15</u> <i>Per drop per month (875 drops)</i>
Complete one or the other, not both			
002	ACC. Cable/Satellite service charge. <i>include all miscellaneous costs, including but not limited to equipment rental charges, service and maintenance charges, etc.</i>	\$ _____ <i>Total per month</i>	OR \$ <u>6.15</u> <i>Per drop per month (769 drops)</i>
Complete one or the other, not both			

**RENEWAL OPTION FOR LINE ITEMS 001 and 002 ONLY
If Lines 001 and 002 are left blank do not complete**

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

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

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

MAXIMUM INCREASE OR MINIMUM DECREASE

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

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

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

If the cost of items listed on line items 003 thru 006 are included in the price stated on line 001, **do not** enter them again.

003	JCCC. Taxes/ Fees <i>Include all applicable taxes, FCC fees and franchise fees etc.</i> <i>NOTE: DEPARTMENT does not pay state sales tax.</i>	\$ _____ <i>Total per month</i>	OR	\$ _____ <i>Per drop per month (875 drops)</i>
Complete one or the other, not both				
004	ACC. Taxes/ Fees <i>Include all applicable taxes, FCC fees and franchise fees etc.</i> <i>NOTE: DEPARTMENT does not pay state sales tax.</i>	\$ _____ <i>Total per month</i>	OR	\$ _____ <i>Per drop per month (769 drops)</i>
Complete one or the other, not both				

EXHIBIT A (cont)
Pricing Page

005	JCCC. Monthly programming charge	\$ _____ <i>Total per month</i>	OR	\$ _____ <i>Per drop per month (875 drops)</i>
Complete one or the other, not both				
006	ACC. Monthly programming charge	\$ _____ <i>Total per month</i>	OR	\$ _____ <i>Per drop per month (769 drops)</i>
Complete one or the other, not both				

Monthly Programming Charge Price Increase For Line Items 005 and 006 Only
If Line Items 005 and 006 are left blank do not complete

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

_____ %

Web Site:

The bidder should state web site address if online invoicing is available: www.mediaconcc.com

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

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the canteen 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 _____

Bidder should state number of days required to provide full service: 45 days after notice of award.
Not to exceed 90

EXHIBIT A (cont)
Pricing Page

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

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___ Yes No

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

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

Company Name: Mediacom Business

Printed Name: Tim A. Brozenc Email Address: tbrozenc@mediacomcc.com

Authorized Signature:  Date: 8-21-12

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo.

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT D, continued

BOX B - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you DO NOT have the E-Verify Authorization and the Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box B, do not complete Box C.)

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

Tim A. Brozenc

Authorized Business Entity
Representative's Name
(Please Print)

[Signature]

Authorized Business Entity
Representative's Signature

Mediacon

Business Entity Name

8-21-12

Date

Hbrozenc@mediacoma.com

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT D, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Tim A. Brozene
Authorized Representative's Signature

Tim A. Brozene
Printed Name

Key Account Executive (KAE)
Title

8-21-12
Date

tbrozene@media.com
E-Mail Address

Subscribed and sworn to before me this 21ST of August, 2012. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 4-12-2014.
(NAME OF STATE) (DATE)

Mary E. DiBlasi
Signature of Notary

8-21-12
Date

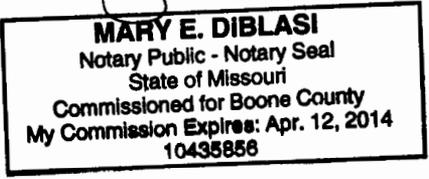


EXHIBIT D, continued

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS
 (Completed by you before the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box C, do not complete Box B.)

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009.**

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation 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 of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

 (if known)

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 E-Verify MOU Company ID Number

 E-Mail Address

 Business Entity Name

 Date

FOR STATE USE ONLY:
 Documentation Verification Completed By:
 Buyer _____ Date _____

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITIONS:

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

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

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

STANDARDS:

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

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

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

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

EXHIBIT E (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

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

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS – INVITATION FOR BID - CANTEEN

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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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 e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the 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 DOC 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 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 FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

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 (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the 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 (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

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- c. A bid which has been delivered to the Department may be modified by 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 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 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 withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- 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 at the opening 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.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the 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 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 DOC 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 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 Department.
- 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.

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- 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 specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

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 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 Canteen 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. 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 costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

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.

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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 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 DOC for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the 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 10 working days from notification, or at a minimum the contractor must provide the Department, 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.
- 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. 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 delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

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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. 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.

23. 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.

24. COMMUNICATIONS AND NOTICES

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

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. 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

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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.

29. 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).

30. 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 bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

31. 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 06-20-08

Revised 3-1-11

Revised 12-13-11

Revised 02-24-12

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**Attachment 1
Required Channels**

KRCG-CBS	CNN	MTV
KMIZ-ABC	Comedy Central	Nat Geo
KOMU-NBC	Discovery	Nat Geo Wild
KQFX-Fox	E! Entertainment	Oxygen
CW	ESPN	Reelz
KZOU-MyTV	ESPN2	Science
KMOS-PBS	Food Network	SyFy
KNLJ	Fox News	TBS
A&E	FSN Midwest	TCM (Turner Classic Movies)
AMC	Fuel	TLC (Learning Channel)
Animal Planet	FX	TNT
BET	HGTV	Travel Channel
Cartoon Network	History Channel	TruTV
Cloo (formerly Slueth)	Lifetime	USA
CNBC	Lifetime Movies	WE
	MSNBC	

One Spanish speaking channel to be Univision or Telemundo

Required Trinity Broadcast Network Second Chance Channels

TBN	TBN Enlace
The Church Channel	JCTV

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