



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

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
March 7, 2016	Suddenlink Communications 2120 W. Arlington Blvd. Greenville, NC 27834	Amendment #002 CN884001	Cable/Satellite Television Services for Western Reception Diagnostic and Correctional Center

CONTRACT CN884001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 1, 2016 through February 28, 2017.

The price of the new contract period is as follows:

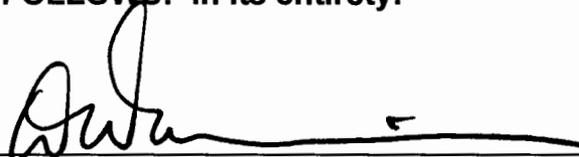
Line item 001 Cable/Satellite Charge: \$10.50 per drop

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

Return of this amendment by the contractor is not required.

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

 Dave Dormire, Director, Division of Adult Institutions	3/14/16 Date
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STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN January 7, 2015 TO:

John Hall, CPPB
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
December 22, 2014	Suddenlink Communications 2120 W. Arlington Blvd. Greenville, NC 27834	Amendment #001 CN884001	Cable/Satellite Television Services for Western Reception Diagnostic and Correctional Center

CONTRACT CN884001 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 1, 2015 through February 29, 2016.

The Department of Corrections also hereby desires to amend paragraph 2.13.6 to state the following:

The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

Pursuant to the attached assignment of contract form, the contractor FEIN associated with the contract shall be changed to 20-3910989.

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

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Suddenlink Communications

Mailing Address: 2120 W. Arlington Blvd

City, State Zip: Greenville NC 27834

Telephone: 803/261-2015

E-Mail Address: susan.shaffner@suddenlink.com

Authorized Signer's Printed Name and Title: N Eric Harris, VP Commercial Sales - East

Authorized Signature: [Signature] Date: 1/7/15

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

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

[Signature]
Date



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CORRECTIONS
 PURCHASING SECTION
 ASSIGNMENT OF CONTRACT

RE: CN884001

ASSIGNOR Suddenlink Communications	ASSIGNEE Suddenlink Communications
MAILING ADDRESS 2120 W. Arlington Blvd.	MAILING ADDRESS 2120 W. Arlington Blvd.
CITY, STATE, ZIP Greenville, NC 27834	CITY, STATE, ZIP Greenville, NC 27834
TELEPHONE 888-201-2015	TELEPHONE 888-201-2015
FAX 813-356-0909	FAX 813-356-0909
E-MAIL ADDRESS susan.chatham@suddenlink.com	E-MAIL ADDRESS susan.chatham@suddenlink.com

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles the Department of Corrections to performance by Assignee of all obligations under the contract. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases the Department of Corrections from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by the Department of Corrections pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by the Department of Corrections.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance by the Department of Corrections.

IN WITNESS THEREOF, the parties hereto have executed this Agreement and Consent on the date as stated below.

AUTHORIZED SIGNATURE 	AUTHORIZED SIGNATURE
PRINTED NAME N. Eric Harris	PRINTED NAME N. Eric Harris
TITLE JP Commercial Sales - East	TITLE JP Commercial Sales - East
DATE 1/7/15	DATE 1/7/15
FEIN 37-1469090	FEIN 20-3910989
VENDOR NUMBER 3714690900 0	

INVITATION FOR BID



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

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

IFB CN884

Cable/Satellite Television Services
FOR

Department of Corrections
Western Reception Diagnostic
and Correctional Center

Contract Period: March 1, 2014 through
February 28, 2015

Date of Issue: January 16, 2014
Page 1 of 39

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, February 19, 2014

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

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

Company Name: Suddenlink Communications
Mailing Address: 2120 W Arlington Blvd
City, State, Zip: Greenville NC 27834
Telephone: 888/201-7015 Fax: 813/356-0909
Federal EIN #: 37-1469090 State Vendor #: 37-146909000
Email: susan.chatham@suddenlink.com

Authorized Signer's Printed Name and Title: Philip C. Abtschlager, Senior Vice President

Authorized Signature: Bid Date: February 12, 2014

NOTICE OF AWARD:

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

Contract No. CN884001

Dave Dormire, Director, Division of Adult Institutions

3/2/14
Date

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

INVITATION FOR BID



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

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

IFB CN884

Cable/Satellite Television Services

FOR

Department of Corrections
Western Reception Diagnostic
and Correctional Center

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Page 1 of 39

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Company Name: Suddenlink Communications
Mailing Address: 2120 W Arlington Blvd
City, State, Zip: Greenville NC 27834
Telephone: 888/701-7015 Fax: 813/356-0909
Federal EIN #: 37-1469090 State Vendor #: 37-146909000
Email: susan.chatham@suddenlink.com

Authorized Signer's Printed Name and Title: Philip C Ahlschlager, Senior Vice President

Authorized Signature: Bid Date: February 12, 2014

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 AND GENERAL INFORMATION

1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for cable/satellite television service for Western Reception Diagnostic and Correctional Center (hereinafter referred to as WRDCC) located at the following address.

Western Reception Diagnostic and Correctional Center
3401 Faraon Street
St. Joseph, MO 64506

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

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

1.2 General Information:

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

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

1.3 Background Information:

1.3.1 WRDCC is located at 3401 Faraon Street, St. Joseph, Missouri and has a capacity of 1,980 minimum class male offenders and a staff of 652.

- a. WRDCC has approximately 278 drops.
- b. The table listed below lists WRDCC's cell capacity, number of cells, and number of drops for each cell. Splitters may be installed for each drop.

CELL CAPACITY	NUMBER OF CELLS	NUMBER OF DROPS
2 Man	84	1
4 Man	30	2
6 Man	5	3
8 Man	17	4

1.3.2 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.

1.3.3 Information regarding the programming of Trinity Broadcasting Network Second 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.

1.4 Site Inspection:

- 1.4.1 A non-mandatory site inspection will be held on Thursday, January 30, 2014, beginning promptly at 9:00 a.m. Please contact Helen Carrel at 816-387-2157, Extension 2225, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least three (3) days prior to the site inspection to register. Each potential bidder is limited to two (2) individuals at the site inspection.
- 1.4.2 Any potential bidder interested in participating in a site inspection must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, the bidder's social security number and date of birth are required. The Department reserves the right to accept or reject any person requesting a site inspection.
- a. Each person attending the site inspection will be required to have a valid government issued ID.
 - b. Cell phones, cameras, tape recorders, purses, and any other personal possessions deemed not allowed inside the facility, will not be permitted inside the facility.
 - c. Other than the questions related to the site inspection, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Gwen Petet, at (573) 522-2109 or gwen.petet@doc.mo.gov.
- 1.4.3 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the site and any other existing condition, factor, or item that may affect or impact the performance of service described and required in Section 2 of this IFB. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 1.4.4 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.

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

- 2.1.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms, and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

2.2 Renewal Period:

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

2.3 Prices:

- 2.3.1 All prices shall be as stated on **EXHIBIT A, Pricing Page**. Pricing shall be considered firm for the duration of the contract period except as allowed herein.
- 2.3.2 **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 **EXHIBIT A, Pricing Page**.
- 2.3.3 **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 **EXHIBIT A, Pricing Page**.
- 2.3.4 **Taxes and fees:** Price changes on applicable taxes, FCC fee, 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 the Department prior to implementing the increase.
- a. The Department does not pay state sales tax.
- 2.3.5 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.

2.4 Invoicing and Payment Terms:

- 2.4.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item. Payment terms should be Net thirty (30) unless otherwise stated in the IFB.
- 2.4.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.4.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.
- a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.CanteenPayables@doc.mo.gov or mailed to:
- Attn: Offender Financial Services – Accounts Payable/WRDCC
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102
- 2.4.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.
- a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.

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

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

2.5 Point of Contact:

2.5.1 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

2.6 Security Requirements:

2.6.1 Upon arrival to the facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools being taken into the facility, and a written inventory of the tools for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the Department. All tools, supplies, and equipment must be secured at the end of each day.

2.7 Contractor Liability and Insurance:

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

2.8 Coordination:

2.8.1 The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department of the Purchasing Section throughout the effective period of the contract.

2.9 Subcontractors:

2.9.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.9.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the

state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and;
- b. shall not henceforth be in such violation, and:
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10 Assignment of Contract:

2.10.1 The contractor may not assign, transfer, or sell their right or obligation to provide cable/satellite television service to the Department 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 the Department. 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 for the contract until the contract is amended in writing by the Department.

2.11 Transition:

2.11.1 Upon award of the contract, the contractor shall work with the Department and any other provider designated by the Department to ensure an orderly transition of services under the contract and to ensure uninterrupted service.

- a. The contractor must be able to provide full service within ninety (90) days after notice of award.

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

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

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 Contractor's Employees:

2.13.1 The contractor shall only employ 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 Immigrant 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 of 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.
- 2.13.4 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 H, 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 H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.13.5 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.
- 2.13.6 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least twenty-one (21) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 2.13.7 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.13.8 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.13.9 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

- 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
- 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

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

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

2.14 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.14.1 The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

2.14.2 The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future Department procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.14.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other Organizations for the Blind/Sheltered Workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

- a. The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
- b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

3.1.1 The contractor shall provide cable/satellite services for the buildings located at WRDCC in accordance with the requirements specified herein.

3.1.2 The contractor must provide all equipment and the maintenance/repair related 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. The Department shall be responsible for all equipment and wiring past the head end.
- b. The contractor shall install the head end 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.
- b. The repair, maintenance, and replacement of contractor supplied equipment, as necessary, shall be at no cost to the Department.
- c. If providing a satellite service, the contractor shall not supply more than two (2) 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 the Department.
 - 3) If providing satellite service, the contractor must provide heaters on the dishes, with an on-off switch at the head-end.
- 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 the Department 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. The Department will provide sufficient space and the necessary electrical power to successfully run the cable system.

3.3 Service Requirements:

3.3.1 The contractor must provide 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 Department requires that the Trinity Broadcast Network Second Chance channels be a part of the required channel lineup as specified on **Attachment 1, Required Channels**.

3.3.4 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 the Department.
- b. Other additional channels may be added by written amendment at a price mutually agreed upon by the Department and the contractor.
- c. Premium or pay-per-view channels (HBO, Showtime, etc.) shall not be permitted.
- d. Great American Country, BET, Country Music Television, Independent Film, MTV and VH- 1 channels shall not be permitted and shall be blocked from viewing at all times.
- e. 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 the Department. 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.
- f. 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 the Department. 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. The contractor **must** provide all of these channels at all times.
- g. If at any time the Department 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.

3.3.5 The contractor must provide a minimum of two (2) institutional channels for the Department's use. The institutional channels must be capable of showing rented movies and character generated messages within the facility.

- a. VCRs, DVD players and character generators shall be supplied by the Department.
- b. The Department has fixed channel modulators and the institutional channels must be on channel 3 and channel 75.
- c. The contractor shall ensure that the Department has ability to install VCRs, DVD players, and character generators at a location other than the head end as designated by the Department.

3.3.6 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.

- 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.

3.3.7 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.

3.3.8 The contractor shall assist the Department 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.

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

- 4.1.1 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.
- 4.1.2 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.

4.2 EXHIBIT A – Pricing Page:

- 4.2.1 The bidder shall submit firm fixed pricing on **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.
- 4.2.2 The price bid for line item 001 shall include all miscellaneous costs, including, but not limited to, equipment rental charges, taxes, franchise fees, program licensing, etc.

4.3 EXHIBIT B – Equipment:

- 4.3.1 The bidder should submit a list of equipment on **EXHIBIT B, Equipment**, necessary to provide the service as stated herein.

4.4 EXHIBIT C – Additional Channels:

- 4.4.1 The bidder should state on **EXHIBIT C, Additional Channels**, any channels to be provided in addition to the required channels as listed on **Attachment 1, Required Channels**.

4.5 Responsibility and Reliability Determination:

- 4.5.1 The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.
 - a. The bidder should complete **EXHIBIT D, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.
 - b. If references for current and/or previous contracts are not identified on **EXHIBIT D**, the Department may request that the bidder identify one or more references. The Department must

receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.6 Preferences:

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

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

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

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

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized to any extent in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete **Exhibit E, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the **Participation Commitment** form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the

blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

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

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

4.7 Compliance with Terms and Conditions:

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

4.8 Bid Detail Requirements and Deviations:

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

4.9 Submission of Bids:

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

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

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

4.10 Affidavit of Work Organization and Documentation:

4.10.1 The bidder should complete applicable portions of **Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **Exhibit H must be submitted prior to an award of a contract**.

4.11 Employee Bidding/Conflict of Interest:

4.11.1 Bidders who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT I, Miscellaneous Information**.

4.12 Business Compliance:

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

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

5. EVALUATION AND AWARD**5.1 Evaluation:**

5.1.1 **Determination of Responsiveness** - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award. 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 an award. If deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

5.1.2 **Determination of Responsibility and Reliability** - The Department shall determine the responsibility and reliability of the lowest responsive bidder.

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

5.1.3 **Cost Evaluation** - A line item by line item cost evaluation shall be conducted as follows:

- a. The quoted firm, fixed total per month price for each item on **EXHIBIT A, Pricing Page** shall be multiplied by 12 to arrive at the yearly cost per item to obtain the total price for the year, **or**;
- b. The quoted firm, fixed price for each line item on **EXHIBIT A, Pricing Page** shall be multiplied by the drops shown for that line item then multiplied by 12 to arrive at the yearly cost per line item to obtain the total price for the year.
- c. The renewal periods will be calculated in the same manner as 5.1.3.a **or** 5.1.3.b. The total cost of the initial contract period and each renewal will be added together to arrive at the total evaluated bid price.

5.1.4 **Determination of Lowest Priced Bidder Including Consideration of Preferences** - After completing the cost evaluation and determining preference bonus points, the bidder with the most cost points is considered the lowest bidder. Cost points shall be computed for the total evaluated price as follows:

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

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

5.2.2 Award

5.2.1 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable bidder with the highest number of cost points.

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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	Cable/Satellite service charge. <i>include all miscellaneous costs, including but not limited to equipment rental charges, service and maintenance charges, etc,</i>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>\$ _____</p> <p><i>Total per month</i></p> </div> <div style="text-align: center;"> <p>OR</p> </div> <div style="text-align: center;"> <p>\$ <u>10.00</u></p> <p><i>Per drop per month (278 drops)</i></p> </div> </div> <p align="center">Complete one or the other, not both</p>

RENEWAL OPTION FOR LINE ITEM 001 ONLY

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 + 0 % OR original price - _____ %
- 2ND Renewal Period: original price + 5 % OR original price - _____ %
- 3RD Renewal Period: original price + 10 % OR original price - _____ %
- 4TH Renewal Period: original price + 15 % OR original price - _____ %

If the cost of items listed on line items 002 and 003 are included in the price stated on line 001, **do not** enter them again in line items 002 and 003.

002	Taxes/ Fees <i>Include all applicable taxes, FCC fees and franchise fees etc.</i> NOTE: DEPARTMENT does not pay state sales tax. <i>* FCC Fee will change from \$.08 to \$.09 April 2014</i>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>RTC Fee \$149.72 * FCC Fee \$.08</p> <p>\$ <u>Franchise 146.49</u></p> <p><i>Total per month</i> <i>Total \$296.21</i></p> </div> <div style="text-align: center;"> <p>OR</p> </div> <div style="text-align: center;"> <p>\$ _____</p> <p><i>Per drop per month (278 drops)</i></p> </div> </div> <p align="center">Complete one or the other, not both</p>
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003	Monthly programming charge	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>\$ _____</p> <p><i>Total per month</i></p> </div> <div style="text-align: center;"> <p>OR</p> </div> <div style="text-align: center;"> <p>\$ <u>0</u></p> <p><i>Per drop per month (278 drops)</i></p> </div> </div> <p align="center">Complete one or the other, not both</p>
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EXHIBIT A (cont)
Pricing Page

Monthly Programming Charge Price Increase For Line Item 003 Only
(If Line Item 003 is left blank do not complete)

The bidder must indicate below the 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.

_____ % Maximum Percentage Price Increase

Web Site:

The bidder should state web site address if online invoicing is available: Customer can view billing and
make payments online at www.suddenlink.net.

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

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

Agreement Disagreement _____

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: Suddenlink

Printed Name: Philip C. Ahlschlager Email Address: philip.ahlschlager@suddenlink.com

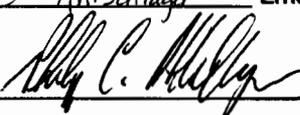
Authorized Signature:  Date: February 12, 2014

Exhibit B

Equipment

As the incumbent provider of Cable TV services for the Western Reception Diagnostic and Correctional Center, Suddenlink has equipment already in place providing video service. This equipment would remain in place after contract renewal. The same amount of space and utilities would be required after the renewal that is required currently.

Exhibit C

Additional Channels

Per the RFP requirements, Suddenlink will provide the following channels Trinity Broadcasting Channels:

- *TBN
- *The Church Channel
- *TBN Enlace
- *JCTV

The Gameshow Channel and Speed Channel are the only channels in the "Required Channels" listed on Attachment 1 that Suddenlink will not provide. This Gameshow Channel was removed from the local line up Fall of 2013 and is no longer available in the Saint Joseph market.

A Channel Line Up is provided on the following pages. Included channels are highlighted in yellow.

The following is a list of additional channels that will be provided:

- 3 News Press 3 Now
- 4 KNPN – Fox (SJ)
- 6 WBJO – St Joseph, MO
- 9 KMBC – ABC Kansas
- 10 KQTV – ABC St Joseph, MO
- 18 Lifetime Movie Network
- 19 Local Government
- 20 Cable Marketplace
- 21 KCPT – PBS Kansas City, MO
- 27 Home & Garden Television
- 33 VH-1
- 36 Home Shopping Network

- 
- 37 QVC
 - 39 Missouri Western State University
 - 41 St Joseph School District Channel
 - 44 KTAJ – TBN St Joseph, MO
 - 50 EWTN
 - 63 The Golf Channel
 - 64 Fox Sports Plus
 - 72 Local Government
 - 76 Arts & Entertainment
 - 77 Food Network
 - 335 ShopNBC
 - 398 Three Angels Broadcasting
 - 423 KTWU-2Mhz Word View Topeka, KS
 - 424 KCPT 2 Kansas City, MO
 - 425 KCPT 3 Create Kansas City, MO
 - 426 KMBC First Alert Weather, Kansas City, MO
 - 428 KMCI-DT Live Well
 - 429 KMCHND Lawrence, KS
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Alphabetical Channel Listing

5StarMAX East	111	CNBC HD	680	Food Network HD	614	IFC Free On Demand	1	Military Channel On Demand	1	Reggae	712	The Movie Channel HD East 697	670
70's	729	CNN	12	Fox Business Network	333	IFC HD	673	Demand	332	RFD	332	The Movie Channel Xtra	Universal HD
80's	728	CNN HD	677	Fox College Sports Atlantic	410	IN DEMAND 1	500	Missouri Western State	713	Rock	126	The Science Channel HD	UP Music Channel
90's	727	CNN On Demand	1	Fox College Sports Pacific	411	IN DEMAND 2	501	University	717	Rock Hits	301	The Science Channel On Demand	USA
A&E On Demand	51	Comedy Central	653	Fox College Sports HD	412	IN DEMAND HD 1	600	More Max East	740	Romances	646	The Science Channel	USA HD
ABC Family	32	Comedy Central HD	653	Fox News Channel	26	Investigation Discovery	607	Moviemax East	335	ShoNBC	1	The Sportsman Channel	Velocity HD
ABC Family HD	625	Comedy Central On Demand	653	Fox News Channel HD	676	Investigation Discovery HD	643	MSNBC	112	Showtime Beyond East	405	The Sportsman Channel HD 668	VH1
Action Max East	109	Demand	1	Fox Sports 1	62	Jazz	745	MSNBC HD	679	Showtime	120	The Sportsman Channel	VH1 Classic Rock
Adult Alternative	735	Contemporary Christian	735	Fox Sports 1 HD	664	Karaoke On Demand	1	MTV	34	Showtime Extreme East	123	The Sportsman Channel	VH1 HD
Adult PPV	716	Country Hits	733	Fox Sports 1 On Demand	664	Karaoke On Demand	1	MTV 2	311	Showtime HD East	695	The Travel Channel HD	VH1 On Demand
Adult PPV	733	Country Hits	733	KCPQ 2 Kansas City, MO	424	KCPQ 2 Kansas City, MO	424	MTV 2 On Demand	1	Showtime On Demand	31	The Weather Channel	WBIO - CW HD
Adult PPV	703	Dance/EDM	302	KCPQ 3 Create Kansas City, MO	425	KCPQ 3 Create Kansas City, MO	425	MTV HD	654	Showtime Showcase East	642	The Weather Channel	WBIO - CW HD
Adult PPV	519	Destination America	302	KCPQ HD-PBS Kansas City, MO	663	KCPQ HD-PBS Kansas City, MO	607	MTV Hits	312	Showtime Too East	379	The Weather Channel	WBIO St. Joseph, MO
Adult Swim On Demand	645	Destination America HD	645	Fox Sports Kansas City HD	663	KCPQ HD-PBS Kansas City, MO	607	MTV Jams	313	Showtime VOD	1	The Weather Channel	WDFW Fox Kansas City, MO
Alternative	715	Discovery Channel	35	Fox Sports Plus	64	MO	607	MTV On Demand	1	Singers & Swing	747	Three Angels Broadcasting	(S-M)
AMC	67	Discovery Channel HD	644	Free Movies VOD	299	KCPTFPBS Kansas City, MO	21	Music Choice Play	329	Smooth Jazz	744	Thriller Max East	WE TV
AMC On Demand	1	Discovery Channel On Demand	1	Fuse	678	KCTV-CBS Kansas City, MO	5	Music Choice VOD	900	Soft Rock	708	Throwback Jams	WE TV HD
American Movie Classics HD	649	Demand	1	Fuse HD	311	(S-M)	5	Music Choice* On Demand	1	Solid Gold Oldies	14	TNT	WE TV On Demand
Animal Planet	66	Discovery Health & Fitness On Demand	1	Fuse On Demand	53	KCTV-HD-CBS Kansas City, MO	605	National Geographic	40	Sounds of the Seasons	741	TNT HD	WGN-IND 9 Chicago, IL
Animal Planet HD	650	Discovery	28	FX HD	631	Kids Unlimited On Demand	1	National Geographic HD	634	Sounds of the Seasons	743	TNT On Demand	WWE On Demand
Animal Planet On Demand	1	Disney Family Movies	624	FX On Demand	1	Kids VOD	109	National Geographic	40	Sounds of the Seasons	743	TNT On Demand	WWE On Demand
Anime On Demand	1	Disney HD	624	FX Channel	328	Kidz Only	724	National Geographic HD	634	Sounds of the Seasons	743	TNT On Demand	WWE On Demand
Arts & Entertainment HD	635	Disney Jr.	403	FX Channel	415	KMBC First Alert Weather, Kansas City, MO	426	National Geographic On Demand	1	Spike TV	23	TNT	WWE On Demand
BBC America	305	Disney On Demand	1	Gospel	711	KMBC ABC Kansas City, MO	426	National Geographic Wild	341	Sports VOD	1	TNT	WWE On Demand
BET	45	Disney XD	299	Great American Country	48	KMBC-ABC Kansas City, MO	426	NBC Primetime On Demand	1	St. Joseph School District	116	TNT	WWE On Demand
BET HD	651	Do-It-Yourself	323	H2	421	(S-M)	9	NBC Sports Network	54	St. Joseph School District	116	TNT	WWE On Demand
BET On Demand	1	E! Entertainment	38	H2 HD	648	KMBC-HD-ABC Kansas City, MO	608	NBC Sports Network HD	54	Stage & Screen	742	TNT	WWE On Demand
Biography Channel	420	E! Entertainment HD	615	Hallmark Channel	327	MO	609	NBC Sports Network	54	Starz	71	TNT	WWE On Demand
Biography Channel HD	637	Easy Listening	748	Hallmark Channel	56	KMCD-TV Live Well	428	News Press 3 Now	603	Starz Cinema East	205	TNT	WWE On Demand
Bloomberg	418	Encore Action East	208	Hallmark Channel HD	620	KMCI-IND Lawrence, KS	429	News Press 3 Now HD	603	Starz Cinema HD East	690	TNT	WWE On Demand
Bloomberg On Demand	402	Encore Action West	209	Hallmark Movie Channel HD	621	KMCI-IND Lawrence, KS	429	NFL Network	413	Starz Cinema West	219	TNT	WWE On Demand
Blues	746	Encore Black East	214	HBO Comedy East	104	KQTV-ABC St. Joseph, MO	10	NFL Red Zone	250	Starz Comedy East HD	691	TNT	WWE On Demand
Boomerang	310	Encore Black West	215	HBO Comedy East HD	685	KQTV-ABC St. Joseph, MO	10	NFL Red Zone HD	250	Starz East	200	TNT	WWE On Demand
Bravo	68	Encore Classic East	210	HBO East	100	MO	610	Nick Jr.	308	Starz Edge East	202	TNT	WWE On Demand
Bravo HD	633	Encore Classic West	211	HBO Family East	103	KSHB-HD NBC Kansas City, MO	608	Nick Jr. On Demand	1	Starz in Black East	218	TNT	WWE On Demand
Bravo On Demand	1	Encore East	206	HBO HD East	682	MO	608	Nick Toons	307	Starz Kids & Family East	204	TNT	WWE On Demand
C-SPAN	43	Encore Espanol	222	HBO Latino East	106	KSHB-NBC Kansas City, MO	608	Nickelodeon	15	Starz On Demand	1	TNT	WWE On Demand
C-SPAN 2	42	Encore Family East	203	HBO Latino East HD	686	(S-M)	8	Nickelodeon HD	626	Starz VOD	409	TNT	WWE On Demand
C-SPAN 3	422	Encore HD East	694	HBO On Demand	1	KTAJ-TBN St. Joseph, MO	44	Nickelodeon On Demand	1	Starz West	220	TNT	WWE On Demand
Cable Marketplace	20	Encore On Demand	1	HBO Signature East	102	KTWU-2 Mhz Word View Topeka, KS	423	On Demand	406	Starz Comedy East	618	TNT	WWE On Demand
Cartoon Network HD	627	Encore Suspense East	212	HBO Signature HD East	684	KS	423	Outdoor Channel	406	Starz Comedy East	618	TNT	WWE On Demand
Cartoon Network On Demand	1	Encore Suspense West	213	HBO VOD	339	KTWU-HD-PBS Topeka, KS	611	Outdoor Channel HD	667	Suddenlink On Demand	1	TNT	WWE On Demand
CBS Sports Network	414	Encore Westerns East	216	HBO2 East	101	Lifetime HD	616	Outdoor Channel On Demand	1	Sundance East	225	TNT	WWE On Demand
Chiller	331	Encore Westerns West	217	HBO2 East HD	683	Lifetime Movie Network	18	OuterMAX East	113	Syfy	69	TNT	WWE On Demand
Cinemax East	107	ESPN	13	HBO2 East HD	699	Lifetime Movie Network HD	617	OWN	70	TBS HD	640	TNT	WWE On Demand
Cinemax HD East	688	ESPN 2	24	Headline News	1	Lifetime On Demand	1	OWN On Demand	113	TBS On Demand	632	TNT	WWE On Demand
Cinemax On Demand	359	ESPN 2 HD	660	Headline News HD	678	Lifetime On Demand	1	Oxygen	325	TBS Superstation	326	TNT	WWE On Demand
Classic Country	734	ESPN Classic	407	High-Hop and R&B	705	Lifetime Real Women	324	Oxygen HD	723	Teen MC	63	TNT	WWE On Demand
Classic Rock	408	ESPN HD	659	High-Hop Classics	707	Lifetime Television	750	Party Favorites	722	Teen Nick	306	TNT	WWE On Demand
Classical Masterpieces	749	ESPN U	409	History Channel	52	Local Government	19	Pop Country	731	Teen Nick On Demand	1	TNT	WWE On Demand
Cloot TV	319	ESPN U HD	662	History En Espanol	391	LOGO	317	Pop Hits	721	The Cooking Channel	326	TNT	WWE On Demand
CMT	49	ESPN News HD	661	History On Demand	636	Logo On Demand	1	Pop Hits	721	The Golf Channel	63	TNT	WWE On Demand
CMT HD	656	ESPN News HD	661	Hi! List	701	Logo Songs	720	Pop Rhythmic	702	The Golf Channel HD	665	TNT	WWE On Demand
CMT On Demand	1	Esquire Network	320	Home & Garden Television	27	MAX Latino East	114	Pop Rhythmic	702	The Golf Channel HD	665	TNT	WWE On Demand
CMT Pure Country	316	Events PPV	515	Home & Garden Television HD	613	MC-Hi List	700	QVC	602	The Hub	300	TNT	WWE On Demand
CNBC	30	Events PPV HD	601	Home Shopping Network	36	MCU	704	R&B Classics	709	The Learning Channel	643	TNT	WWE On Demand
		Family Net	334	Home Shopping Network	36	Mexicana	738	R&B Soul	710	The Learning Channel	643	TNT	WWE On Demand
		Fix East	127	IFC	226	MGH HD	681	Rap	706	The Movie Channel East	125	TNT	WWE On Demand



suddenlink

EXHIBIT D
CURRENT/PRIOR EXPERIENCE

Current/Prior Contracts: The bidder should provide a list of contracts that are for similar size and service for which the bidder is currently or has provided cable/satellite television services within the past five (5) years and the contact name, phone number and email address of where the service is/was provided.

Company/Institution Contact Name, Phone Number and Email	Date of Services Provided
<i>See typed Exhibit D that follows this bid</i>	

Exhibit D

Current/Prior Experience

All references currently have Suddenlink video services installed.

Spinnaker Resorts, 700 Blue Meadows Drive, Branson, MO 65616

Contact person: Scott Wuest, 417/676-0561

250 Units

Big Cedar Lodge, 612 Devils Pool Road, Ridgedale, MO 65739

Contact person: Jamie Keys, 417/848-0885

280+ Units

Missouri Western University, 4525 Downs Drive, Saint Joseph, MO 64507

Contact person: Mark Mabe, 816/271-4261

976 Units

Drury Inn, 4213 Frederick Ave, St. Joseph, MO

Contact person: Brent Neader, 573/331-2798

136 Units

Stoney Creek Inn, 1201 N Woodbine, St. Joseph, MO

Contact person: Kerra Flatt, 816/901-9600

129 Units

Corporate Background

Executive Overview & History

Suddenlink Communications, formerly known as Cebridge Connections, Charter, and Cox Communications is a Top-10 US cable operator serving more than 1.3 million customers across hundreds of communities in more than 15 states.

Cebridge was established in 2003, after taking over the operations of Classic Cable and later, Kingwood Cable. Since then, we have assumed responsibility for cable systems previously owned by Alliance, Tele-Media, Thompson, and USA Media. Along the way, our team has invested millions of dollars to upgrade facilities and launch advanced services.

With the acquisition of cable systems from Cox Communications, Charter Communications, and NPG, Suddenlink has dramatically expanded its resources and capabilities.

Suddenlink Communications purchased the Middle America Cox ("MAC") Region (consisting of Missouri, Arkansas, and Louisiana) of Cox Communications in May 2006. At the same time, Suddenlink purchased Cox property in California and North Carolina along with Charter property in western Virginia, West Virginia, and eastern Ohio.

As the nation's seventh largest cable MSO (Multi-System Operator), Suddenlink has experienced strong growth since its formation in 2006. Cequel Holdings I, LLC does business through its subsidiaries as Suddenlink Communications. A privately held Delaware corporation, corporate headquarters is located in St. Louis, Missouri. Today Suddenlink generates \$2.054 Billion in revenue servicing 1.385 million customers located in 17 states. That customer base generates 3,568,700 RGU's. In addition, Suddenlink serves 53,200 commercial high-speed data customers and 25,500 commercial telephone customers who are not included in the RGU totals. Suddenlink employs 6,153 employees across its national footprint with 481 of those employees being in the State of Missouri. More detailed financial information is included at

<http://financial.suddenlink.com/FinancialInformation/Pages/Home.aspx>

**EXHIBIT E
PARTICIPATION COMMITMENT**

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

Organization for the Blind/Sheltered Workshop Commitment Table	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
Line Item 001	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Line Item 002	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Line Item 003	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

Date (Dated no earlier than the IFB issuance date)

EXHIBIT G
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 G (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

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

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

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

Date SDV's Documents were Submitted: _____

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____	_____
Procurement Officer	Date

EXHIBIT H
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 who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/qc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with 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 _____ (IFB 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 State of Missouri 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 H. (CONTINUED)



BOX B - CURRENT BUSINESS ENTITY STATUS

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

Philip C. Ahlschlagar
Authorized Business Entity Representative's Name (Please Print)

Philip C. Ahlschlagar
Authorized Business Entity Representative's Signature

Suddenlink
Business Entity Name

February 12, 2014
Date

philip.ahlschlagar@suddenlink.com
E-Mail Address
susan.chaffin@suddenlink.com

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

- ✓ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/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 listing the bidder's name and company ID 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;
- See attached in following pages*

AND

- ✓ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT H, (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 Philip C Ahlschlagel (Name of Business Entity Authorized Representative) as Senior Vice President (Position/Title) first being duly sworn on my oath, affirm Suddenlink (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 Suddenlink (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.)

<u><i>Philip C Ahlschlagel</i></u> Authorized Representative's Signature	<u>Philip C Ahlschlagel</u> Printed Name
<u>Senior Vice President</u> Title	<u>February 12, 2014</u> Date
<u>philip.ahlschlagel@suddenlink.com</u> E-Mail Address	<u>172148</u> E-Verify Company ID Number

Subscribed and sworn to before me this 13th of February, 2014 I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Pitt, State of
(NAME OF COUNTY)
North Carolina, and my commission expires on 10-7-2016.
(NAME OF STATE) (DATE)

Lisa M. Stokes Feb. 13, 2014
Signature of Notary Date

LISA M. STOKES
Notary Public, North Carolina
Pitt County
My Commission Expires
10-7-2016

EXHIBIT H. (CONTINUED)



BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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 current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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*

 Business Entity Name

 Date

 E-Mail Address

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Procurement Officer

 Date

Company ID Number: 172148

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Suddenlink Communications

Brittany L Mitchell

Name (Please type or print)

Title

Electronically Signed

12/17/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 172148

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/17/2008

Signature

Date

EXHIBIT I
Miscellaneous Information

Employee Bidding/Conflict of Interest

If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

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

THIS SPACE INTENTIONALLY LEFT BLANK

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

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

prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

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

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

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

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon

such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.

- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 4/11/2013

**Attachment 1
Required Channels**

CBS	Discovery	
ABC	Disney Channel	National Geographic
NBC	E! Entertainment	Nickelodeon
NBC Sports Network	ESPN	OWN
FOX	ESPN2	Speed Channel
PBS	Fox News	Spike TV
ABC Family	Fox Sports	Sy Fy
AMC	FSN Midwest	TBS
Animal Planet	FX	TCM
Bravo	Game Show Network	TLC
CNBC	Hallmark	TNT
CNN	HGTV	Travel Channel
Cartoon Network	History Channel	TruTV
Comedy Central	HLN (Headline News)	TV Land
CSPN	Lifetime	TWC
CSPN2	MSNBC	USA
		WGN

**One Spanish speaking channel
to be Univision or Telemundo.**

Required Trinity Broadcast Network Second Chance Channels

TBN
The Church Channel

TBN Enlace
JCTV

FedEx NEW Package Express US Airbill

8045 9593 5732

1 From
Date 2/14/2014

Sender's Name Susan Chaffari
Company Suddalak
Address 2120 W Arlington Blvd
City Greensville
State NC ZIP 27834

2 Your Internal Billing Reference MO Doc FEB CN884

3 To
Recipient's Name Allen Pelt
Company Missouri Dpt of Corrections Purchasing Section
Address 2729 Pine Drive
City Jefferson City
State MO ZIP 65102

fedex.com 1.800.GoFedEx 1.800.463.3339

Recipient's Copy

4 Express Package Service
FedEx 2Day AM
FedEx Priority Overnight
FedEx Standard Overnight

5 Packaging
FedEx Envelope
FedEx Pak
FedEx Tube
Other

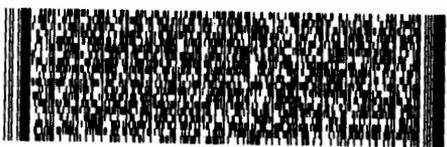
6 Special Handling and Delivery Signature Options
SATURDAY Delivery
No Signature Required
Direct Signature
Indirect Signature

7 Payment
FedEx Account
Credit Card
Cash/Check

Total Packages 2
Total Weight 1.4 LB

644

MON - 17 FEB 10:30A
8045 9593 5732
XX JFEA
65102
STL
MO-US



SHIP DATE: 14FEB14
ACTWT: 1.4 LB
DIM: 0X0X0 IN
CNO: 0081424
GREENVILLE, NC 278346497
UNITED STATES US
2120 W ARLINGTON BLVD
MISSOURI DEPT/CORR.
7279 PLAZA DR
JEFFERSON CITY MO 65102
PURCHASING
R 2014



Unmarked bid, opened to identify the contents. FEB CN884
Initial CP Date 2/18/14

02-18-14A10:18 RCVD

Align bottom of peel-and-stick airbill or pouch here.