

## 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:  
Steven W. Beeson  
Procurement Officer I  
Telephone: (573) 526-6590  
[steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov)**

# IFB931Y19708576

**Vending Machine Services**

**FOR**

**Department of Corrections  
Moberly Correctional Center**

**Contract Period: July 1, 2019 through  
June 30, 2020**

**Date of Issue: April 30, 2019  
Page 1 of 38**

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, May 30, 2019**

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

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows:  
Contract No. \_\_\_\_\_

\_\_\_\_\_  
**Alana Boyles, Director, Division of Adult Institutions**

\_\_\_\_\_  
**Date**

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

# Instructions for Submitting a Solicitation Response

The Department of Corrections is now posting some of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, bidders now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save bidders the expense of submitting a hard copy response and to provide bidders both the ease and the timeliness of responding from a computer, bidders are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

[https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

(This document is also on the Bid Board referenced above.).

Notice: The bidder is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the bidder and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the bidder must first register as a vendor with MissouriBUYS by going to the MissouriBUYS Home Page at (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the bidder should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the bidder's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the bidder must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the bidder must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the bidder should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Bidders should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered bidder responds to a solicitation electronically are available on the MissouriBUYS system at:

[https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Bidders are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a bidder may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered bidder electronically submits a solicitation response and also mails hard copy documents that are not identical, the bidder should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document has been issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

**TABLE OF CONTENTS**

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Performance Requirements
Section 3:	General Contractual Requirements
Section 4:	Bid Submission, Evaluation, and Award Information
EXHIBIT A:	Pricing Page
EXHIBIT B:	Missouri Service-Disabled Veteran Business Enterprise Preference
EXHIBIT C:	Refund Procedure and Familiarity of Buildings
EXHIBIT D:	Current/Prior Experience
EXHIBIT E:	Miscellaneous Information
	Terms and Conditions
Attachment 1:	List of Equipment
Attachment 2:	Approved Product Listing

The bidder is advised that attachments exist to this document which provide additional information and instruction. The bidder should contact the buyer of record as indicated on the front page of this document to obtain a copy of the attachments prior to submitting a bid. It shall be the sole responsibility of the bidder to request the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the attachments.

**END OF TABLE OF CONTENTS**

## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for vending machine services for Moberly Correctional Center (hereinafter referred to as MCC) located at the following address.

Moberly Correctional Center  
5201 South Morley  
Moberly, MO 65270

### 1.2 Questions Regarding the IFB:

- 1.2.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.
- a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts with other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer of Record.
  - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at [steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov).
  - c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

### 1.3 Background Information:

- 1.3.1 The MCC has a capacity of 1,800 minimum, medium, and maximum-security class offenders and a staff of 401.
- 1.3.2 Estimated Gross Sales - Gross sales at MCC average approximately \$132,000 per year. Future sales are not guaranteed.

- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.
- 1.3.4 A current contract exists for the services being obtained via this IFB. The contract number is Y16708312.
- a. Viewing the contract - A copy of the contract can be viewed and printed from the Department's website located on the Internet at:

<https://doc.mo.gov/divisions/human-services/purchasing>

Please reference contract number Y16708312 when searching for the document.

#### **1.4 General Information:**

- 1.4.1 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
  - Submission of Bids
  - Preparation of Bids
  - Evaluation and Award

#### **1.5 Vendor Information:**

- 1.5.1 The Missouri Department of Corrections, Purchasing Section, has transitioned to the new MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, will be required to register or re-register on the MissouriBUYS website at <https://missouribuys.mo.gov/>. Please note that there are written instructions on the "Register" tab, as well as a Vendor Training Video.

#### **1.6 Tour of Facility:**

- 1.6.1 The bidder may tour the facility prior to submitting a bid for vending machine services. Any bidder wishing to tour the facility must contact Rhonda Kuhler, MCC Business Manager at (660) 263-3778 extension 1206, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least four (4) days prior to desired tour date.
- 1.6.2 Any potential bidder interested in participating in a tour of the facility must provide the full name and valid Missouri driver's license number of each individual planning to attend a facility tour. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.
- a. Each potential bidder is limited to two (2) individuals at a tour of the facility.
- b. Each person attending a tour will be required to have a valid government issued ID. Cell phones, cameras, tape recorders and purses will not be permitted inside the facility.
- c. The Department reserves the right to accept or reject any person requesting a tour of the facility.
- d. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Procurement Officer at (573) 526-6590 or [steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov)
- 1.6.3 A tour of the facility is not required in order to submit a bid. Each bidder is solely responsible for a prudent and complete inspection, examination, and assessment of the work site conditions, facilities and/or other existing condition, factor, or item that may affect or impact on the performance or service described and required by the contractual requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to; (1) the bidder's failure to tour the facility, and (2) the bidder's failure to observe existing conditions, etc.

- 1.6.4 Bidders are strongly encouraged to advise the Department designee referred to in paragraph 1.6.1 at least five (5) days prior to touring the facility of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

**END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION**

## 2. PERFORMANCE REQUIREMENTS

### 2.1 Equipment and Supplies:

- 2.1.1 The contractor shall provide, install and maintain all equipment listed on **ATTACHMENT 1, List of Equipment**. MCC reserves the right to request additional machines or the removal of machines to meet the needs of the Department.
- a. All equipment provided by the contractor shall be in new or first class condition.
  - b. The contractor must maintain the equipment at high standards of cleanliness. All vending machines must be National Sanitation Foundation (NSF) approved.
  - c. The contractor must maintain the equipment at high standards of quality and dependability with minimal malfunctions or breakdowns.
  - d. Change machines must be able to accept old and new currency of one, five, ten, and twenty dollar bills.
- 2.1.2 Snack machines must have a minimum of twenty (20) large slots and twenty (20) small slots unless the designated area for that machine will only accommodate a smaller sized machine. Any snack machine that does not meet the minimum capacity of twenty (20) large slots and twenty (20) small slots must have pre-approval by the Business Manager/designee before being installed.
- 2.1.3 All staff-only vending machines shall be able to accept bills (at least \$1.00), coins (\$.05, \$.10, \$.25 and \$1.00). All vending machines capable of accepting debit/credit card payments shall be located in staff-only access areas. Offender visiting room vending machines shall accept all coins (\$.05, \$.10, \$.25 and \$1.00) and bills (at least \$1.00).
- a. The contractor may impose a \$0.10 processing fee for each credit/debit card used. The cost of this fee must be posted on all machines.
  - b. The contractor shall provide the required wireless Wide Area Network (WAN) hardware and software necessary for the credit/debit card equipment, and supplies necessary to perform the services required herein.
- 2.1.4 All beverage vending machines shall be Energy Star rated, or the contractor shall supply and install a top mounted energy conservation device (i.e. Vending Miser) for each beverage machine listed on **ATTACHMENT 1, List of Equipment**.
- 2.1.5 The contractor shall provide individually packaged serving size condiments (ketchup, mustard, mayonnaise, napkins, pepper, salt, and sporks) for condiment bars as indicated on **ATTACHMENT 1, List of Equipment**. Stock must be maintained at an adequate level.
- 2.1.6 The contractor must provide and maintain microwaves and change machines where listed on **ATTACHMENT 1, List of Equipment**.
- 2.1.7 All vending machines must not be set to a “forced vend” setting but must be able to instantly provide a refund if the item selected is out of stock.
- 2.1.8 All vending machines shall be equipped with a non-resettable meter to facilitate accounting and audit requirements.
- 2.1.9 The contractor must provide trained and competent repair personnel who must be available within one (1) working day to make repairs on the vending machines, as needed. The contractor shall immediately notify the Business Manager/designee of when the vending machines have been repaired or a timeline if repairs are unable to be made within one (1) working day.

2.1.10 The Department will provide all necessary utilities.

2.1.12 MCC reserves the right of final approval of all equipment installed in the facility.

## **2.2 Security:**

2.2.1 At no time shall the contractor or contractor's personnel leave any merchandise, change, cash or unlocked machines unattended. The Department shall not be held responsible for any loss incurred by the contractor for unattended merchandise, change, cash or machines left unlocked. Any such loss shall not relieve the contractor from any requirements of the contract.

## **2.3 Item Selection:**

2.3.1 There shall be no items categorized as "energy drinks" for sale in any vending machine on any DOC property.

2.3.2 The contractor shall understand and agree the only products offered will be as stated on **ATTACHMENT 2, Approved Products**, with the exception of "Vendor's Choice" products as provided for in paragraph 2.3.3.

2.3.3 Duplication of products in snack machines is permissible if required by sales volume. Duplication of more than two (2) slots must be approved by the Business Manager/designee.

2.3.4 Vendor's Choice - The contractor is allowed up to two (2) Vendor's Choice slots per snack machine and one (1) Vendor's Choice slot per cold food machine. Vendor's Choice slots are exempt from the requirements of section 2.3.1. The contractor may use Vendor's Choice slots for new products.

- a. Vendor's Choice products must meet any security requirements imposed by the Department, and must be preapproved by the Business Manager/designee before being made available in the machines.
- b. If requested by the Business Manager/designee, the contractor must change a Vendor's Choice product.
- c. The contractor may provide itemized sales information of Selling Price. Addition of products to **ATTACHMENT 2, Approved Products**, must be by written contract amendment.

2.3.5 All products shall be fresh and of retail quality. Outdated or short dated products are not acceptable.

2.3.6 Size – Size shall be as specified or within the range listed on **ATTACHMENT 2, Approved Products**.

2.3.7 Packaging – All items shall be individually packaged for resale. Glass containers and food containers with metal pop-tops are not acceptable.

2.3.8 All items specified herein shall be processed, packaged and delivered in accordance with all local, state and federal regulations and the requirements of the Federal Food, Drug and Cosmetic Act to include regulations promulgated there under.

2.3.9 Small colored candies such as Skittles, Reese's Pieces, M&M's, etc. are not allowable in visiting room snack machines.

## **2.4 Delivery Performance:**

2.4.1 The contractor shall deliver and stock all vending machines on a regular basis, six days per week, if necessary. The contractor shall coordinate delivery days and times with the Business Manager/designee.

- 2.4.2 The Business Manager/designee reserves the right to increase/decrease the frequency of deliveries.
- 2.4.3 The contractor and all of the contractor's employees shall follow the institution's standard operating procedures regarding sign in/out when entering and exiting the institution.
- 2.4.4 All products shall be delivered FOB Destination, Prepaid and Allowed.

**2.5 Taxes:**

- 2.5.1 The contractor shall be responsible for all federal, state, and local taxes attributable to the vending equipment as well as sales tax for product sold.

**2.6 Licenses:**

- 2.6.1 The contractor must maintain all necessary permits, licenses, etc. for the operation of a vending service.

**2.7 Commission Rate:**

- 2.7.1 The firm fixed commission rate shall apply to all sales in all machines with the exception of items referenced in section 2.3.8. The contractor shall pay the firm fixed commission rate as stated on **EXHIBIT A, Pricing Page** on all gross sales per vending unit.

**2.8 Commission Payment:**

- 2.8.1 The contractor shall submit the correct commission payment no later than the 15<sup>th</sup> of each month for the previous month's sales.
- a. For vending machines that are located in the offender visiting room, sixty percent (60%) of the commission rate payment shall be made payable to the "Canteen Fund", forty percent (40%) of the commission rate payment shall be made payable to the "MCC Personnel Club".
  - b. For vending machines that are staff only use, one hundred percent (100%) of the commission rate payment shall be made payable to the "MCC Personnel Club".
- 2.8.2 The commission payment shall be made by company check, bank check, cashier's check or money order and shall be hand delivered or sent by certified mail or some other traceable courier service to a section or individual designated by the Business Manager. Any hand delivered commission checks must be delivered person-to-person to the individual(s) designated by the Business Manager/designee and shall not be left under a door, on a desk, with the receptionist, etc.
- a. If a commission check is returned to the MCC for insufficient funds and if requested by the Department, the contractor shall provide a cashier's check or money order for the correct commission payment as well as the reimbursement of any bank charges for the returned check fee(s).
  - b. If a commission check is returned to the MCC for insufficient funds, the Department reserves the right to require a cashier's check or money order for the correct commission payments from the contractor for any subsequent commission checks.
- 2.8.3 The contractor must include with the commission check a detailed report of sales by vending machine including machine number, product, and beginning and ending reading of all transaction counters.
- 2.8.4 Transaction counters replaced due to maintenance/repair issues shall be reported on the detailed sales report under the corresponding machine as follows:
- beginning and ending reading;

- date removed from the vending machine; and
- the replacement transactions counter beginning and ending reading.

2.8.5 Taxes, license fees and other expenses, except those specifically listed herein, are the responsibility of the contractor and shall not be deducted from the commission payment.

## **2.9 Receipt of Refund:**

2.9.1 Within ten (10) days of the contractor's receipt of a refund request, the contractor shall provide the requested refund to the customer.

## **2.10 Inspections and Audits:**

2.10.1 Each time vending machines are restocked, serviced, or otherwise attended by the contractor, the contractor agrees a representative of the site may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking.

- a. If a handheld electronic device is used by the contractor to gather sales information, the machine counters must be functional and visible for the Business Manager/designee of the site to verify or record the number of sale items.

2.10.2 The contractor agrees and understands that the Department and/or any appropriate state/federal agency may examine (audit) all pertinent books, documents, papers, and records of the contractor as they relate to the requirements of the contract, and shall make such available upon request.

- a. The contractor must use Generally Accepted Accounting Principles as promulgated by the American Institute of Certified Public Accountants.
- b. The contractor shall retain all records relating to the contract for five (5) years, or such time as prescribed by law, after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five (5) year period if the Department has been notified in writing by the contractor and written approval to destroy the records has been received from the Department. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.
- c. The contractor shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the Department until such time as the appeal, litigation, claim, or exception has been resolved.
- d. Failure by the contractor to maintain and make available appropriate records shall constitute a material breach of the contract.

2.10.3 On any given business day, the Department may request the contractor or one of the contractor's representatives to appear at the location and open any or all vending machines and permit a Department representative to count and determine the amount of money in any or all of the vending machines at the location. The Department will give a minimum of four (4) hours notice of each inspection.

## **2.11 Transition:**

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

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.

**END OF SECTION 2: PERFORMANCE REQUIREMENTS**

### 3. GENERAL CONTRACTUAL REQUIREMENTS

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

#### 3.1 Contractual Requirements:

- 3.1.1 Contract - 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 response (bid), if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services to the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on page one (1) of the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - The contractor shall agree if the Department exercises the option for renewal, and renewal commission rates are not provided, then the commission rate during the renewal period shall be the same as during the original contract period.
- 3.1.4 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.5 Contractor Liability - 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.
- a. 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.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.1.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.7 Contractor's Employees - The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- a. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
  - b. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
  - c. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
    - (1) The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
      - a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
    - (2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

- d. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
  - e. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 3.1.8 Subcontractors - 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.
- a. 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.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. 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.
- 3.1.9 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.10 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery requirements stated herein to the Department.
- a. Delays in Delivery Performance - If at any time the contractor should encounter conditions impeding delivery of product, the contractor shall immediately notify the Business Manager/Designee in writing of the fact of delay, its likely duration, and its cause(s). As soon as practical after the receipt of the contractor's notice, the Department shall evaluate the situation and may, at its sole discretion, extend the contractor's time for delivery.
  - b. A delay by the contractor in the performance of its delivery obligations shall render the contractor liable for additional costs incurred by the Department to obtain product from other sources unless an extension of time is agreed upon pursuant to 3.1.11 a.
- 3.1.11 Point of Contact - The contractor must function as the single point of contact for the Department, regardless of any subcontract arrangements made, for all products and services provided, including but not limited to, issues related to delivery, restocking, maintenance and commission payment.
- 3.1.12 Criminal Justice Information Systems (CJIS) Security Awareness – Criminal Justice Information is any information collected by the FBI (Federal Bureau of Investigation), MSHP (Missouri State Highway patrol)

and other criminal justice entities and includes personally identifiable information. It includes ALL information viewed directly from state and federal systems and also data obtained from those sources.

- a. All Criminal Justice Information is sensitive information and is privileged.
- b. If the contractor acquires any Criminal Justice Information by virtue of the performance of this contract, regardless of the method of acquisition, the contractor is not authorized to use or disseminate the information in any form.
- c. The contractor must not, at any time, directly or indirectly disclose any Criminal Justice Information learned during the performance of this contract.
- d. Unauthorized access, use, or dissemination of CJIS data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the Department of Corrections.
- e. Misuse of official information is a Class A Misdemeanor. Section 576.050.2 of the Revised Statute of Missouri states, "A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job."

### **END OF SECTION 3: GENERAL CONTRACTUAL REQUIREMENTS**

#### 4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

##### 4.1 Submission of Bids:

- 4.1.1 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The bid should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.2 **EXHIBIT A, Pricing Page** - The bidder must submit a firm fixed commission rate percentage of gross sales on **EXHIBIT A, Pricing Page** for the original contract period and both renewal periods. If renewal commission rates are not provided, then the commission rate during the renewal period shall be the same as during the original contract period.
- 4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bid is opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
  - b. Additionally, after a contract is executed, the contract(s) is scanned into the Department’s imaging system. The scanned information will be available for viewing through the Internet at <https://doc.mo.gov/divisions/human-services/purchasing>.
- 4.1.4 Contact – 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 calendar days prior to the official bid opening date.
- 4.1.5 Compliance with Terms and Conditions – 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 remove it from consideration for award.
- 4.1.6 Bid Detail Requirements and Deviations – 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.

**4.2 Evaluation and Award Process:**

4.2.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator shall use objective analysis in conducting a comparative assessment of the bid(s). The contract shall be awarded to the highest and best bidder.

**4.3 Evaluation of Responsiveness, Responsibility and Reliability:**

4.3.1 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.

4.3.2 Determination of Responsibility and Reliability – The Department shall determine the responsibility and reliability of the highest responsive bidder.

- a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to:
  - Receipt of any information, from any source, regarding unsatisfactory experience and/or performance of similar services by the bidder or any subcontractor(s) proposed to provide the vending machine services within the past three (3) years; and/or
  - Inability of the bidder to document performance of vending machine services within the past three (3) years which are similar to the services required herein, for a period of not less than twelve (12) consecutive months; and/or
  - The bidder’s failure to document familiarity with the building.
- b. If the highest responsive bidder is determined to be irresponsible and unreliable, the Department shall conduct a determination of responsibility and reliability for the next highest responsive bidder.

**4.4 Cost Evaluation:**

4.4.1 The evaluation shall include the original contract period plus the renewal periods. The bidder shall submit a firm fixed commission rate percentage of gross sales for the original contract period and each renewal period on **EXHIBIT A, Pricing Page** for line item 001.

4.4.2 For evaluation purposes only, the initial contract period total commission earned on gross sales shall be calculated by multiplying the commission rate percentage of gross sales indicated on **EXHIBIT A, Pricing Page** by the estimated annual sales as stated in section 1.3.2.

- a. Commission earned on gross sales for each renewal period will be calculated in the same manner as indicated in 4.4.2.
- b. Assigned points shall be determined from the result of the calculations stated above using the following formula:

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

**4.5 EXHIBIT B, Missouri Service Disabled Business Preference:**

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

**4.6 EXHIBIT C, Refund Procedure and Familiarity of Buildings:**

- 4.6.1 The bidder must state on **EXHIBIT C, Refund Procedure and Familiarity of Buildings**, its refund procedure when a customer does not receive the product paid for or receives an outdated or otherwise unacceptable product.
- 4.6.2 Familiarity with the Buildings – The bidder must be familiar with the buildings. In order to be considered familiar with the buildings, the bidder must either schedule and attend a tour or have knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.
- a. The Department will maintain an attendance record documenting the bidders who scheduled and attended a tour. The bidder shall be responsible for ensuring the bidder’s attendance at the tour is documented. If the attendance record does not document the bidder’s attendance at the tour, the bidder will not be recognized for having attended the tour.
  - b. If the bidder did not schedule and attend a tour, the bidder must provide relevant information regarding the bidder’s knowledge of the building(s) and any existing conditions and factors of the buildings that may affect the performance of the required services. Space is provided for the bidder to provide such information on **EXHIBIT C, Refund Procedure and Familiarity of Buildings**.
    - 1) For purposes of this procurement, a bidder will be considered knowledgeable of the buildings for reasons including, but not necessarily limited to, providing vending machine services in the buildings within the past three (3) years.
  - c. The bidder is advised that a review of building floor plans, an unscheduled independent public viewing of the building, or discussions with Department personnel regarding the buildings shall not, for vending machine service purposes, satisfy the requirement regarding a bidder having knowledge of the buildings.

**4.7 EXHIBIT D, Current/Prior Experience:**

- 4.7.1 The bidder must complete **EXHIBIT D, Current/Prior Experience** to demonstrate performance responsibility and reliability of vending machine services. The bidder should provide information related to current and previous contracts performed by the bidder’s organization which are similar to the requirements of this IFB.

**4.8 Determination for Award:**

- 4.8.1 The Department reserves the right to award to the bidder whose bid complies with all mandatory specifications and requirements, and is the most responsive, responsible and reliable bidder with the highest commission rate determined as specified herein.
- 4.8.2 Only one award shall be made to the bidder who meets specifications and who has the highest responsive bid. Other factors that affect the determination of the highest priced responsive bidder include consideration of the preference explained in Section 4.5.
- 4.8.3 Determination of Highest Priced Bidder Including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the highest bidder. Total points shall be computed based on the total evaluated bid price as follows:

$$\text{Assigned Points} \quad + \quad \text{Earned Preference Points} \quad = \quad \text{Total Points}$$

- 4.8.4 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.

#### **4.9 Other Bid Submission Requirements:**

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

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

#### **4.9.2 EXHIBIT E, Miscellaneous Information:**

- a. Authorization to Transact Business - In accordance with section 351.572, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572, RSMo, which can be viewed at <http://revisor.mo.gov/main/OneSection.aspx?section=351.572>. The bidder should complete **EXHIBIT E** by indicating its Missouri State Charter Number or the specific exemption that applies to the bidder.
- b. Employee Bidding/Conflict of Interest - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide Elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please complete **EXHIBIT E**.

**END OF SECTION 4: BID SUBMISSION, EVALUATION AND AWARD INFORMATION**

**EXHIBIT A, Pricing Page**

The bidder must state a firm, fixed commission rate as a percentage of gross sales for the original contract period, 1<sup>st</sup> renewal period and 2<sup>nd</sup> renewal period.

Line Item	Original Contract Period	First Renewal Period	Second Renewal Period
001	_____ % of Gross Sales	_____ % of Gross Sales	_____ % of Gross Sales

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

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT B,  
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

**STANDARDS:**

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

- 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;
- 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214], and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past three (3) years to the Department of Corrections or to the Office of Administration, Division of Purchasing (OA/Purchasing), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214], and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

**EXHIBIT B, continued on next page**

**EXHIBIT B, (continued)**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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 herein 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

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Office of Administration, Division of Purchasing.

**Date** SDV Documents were submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were submitted: \_\_\_\_\_  
*(if known)*

(NOTE: If the SDVE and SDV are listed on the Office of Administration, Division of Purchasing (OA/Purchasing) SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**EXHIBIT C,  
REFUND PROCEDURE AND FAMILIARITY OF BUILDINGS**

**Refund Procedure:**

Bidder must state below its refund procedure as described in Section 4.6 of the IFB.

---

---

---

---

---

---

**Familiarity of Buildings:**

The bidder must document a thorough knowledge of the equipment and service areas based on either; (1) the bidder's attendance of a site tour, or (2) through knowledge of the equipment and service areas gained from some other means.

\_\_\_\_\_ **I attended a site inspection of the equipment and service areas.** (The attendance record shall verify the bidder's attendance.)

\_\_\_\_\_ **I did not attend a site inspection of the equipment and service areas.** (The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the equipment and service areas. The bidder is advised that neither the review of building floor plans nor an unscheduled independent public viewing give an accurate account of knowledge of the equipment and service area for vending machine service purposes.)

**Explanation:** \_\_\_\_\_

---

---

---

---

**END OF EXHIBIT C**



**EXHIBIT E,**  
**MISCELLANEOUS INFORMATION**

**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572, RSMo.  <a href="http://revisor.mo.gov/main/OneSection.aspx?section=351.572">http://revisor.mo.gov/main/OneSection.aspx?section=351.572</a></p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____                  Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572, RSMo.</p>	<p>State specific exemption _____                  (List section and paragraph number)                   Stated in section 351.572 RSMo,                   _____                  (State Legal Business Name)</p>

**Employee Bidding/Conflict of Interest**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

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

**END OF EXHIBIT E**

**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 addendum 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. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **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.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **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.
- h. **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.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- k. **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.
- l. **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 Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **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.
- o. **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.
- p. **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.
- q. **Shall** has the same meaning as the word **must**.
- r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

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

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. CONTRACT ADMINISTRATION**

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

### **4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum 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 addendum 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 may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

### **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. For bids posted on the MissouriBUYS Statewide eProcurement System, registered bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number and the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be retracted on-line prior to the official end date and time. 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. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum 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. All bidders may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **8. PREFERENCES**

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

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

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

## **11. INVOICING AND PAYMENT**

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

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required.

If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

### **13. INSPECTION AND ACCEPTANCE**

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

### **14. WARRANTY**

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

### **15. CONFLICT OF INTEREST**

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

### **16. CONTRACTOR STATUS**

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

### **17. REMEDIES AND RIGHTS**

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

**18. SEVERABILITY**

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

**19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

**20. TERMINATION OF CONTRACT**

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

**21. ASSIGNMENT OF CONTRACT**

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

**22. COMMUNICATIONS AND NOTICES**

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

**23. FORCE MAJEURE**

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

contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

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

#### **25. INSURANCE**

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

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **28. CONTRACTOR PROPERTY**

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

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

**30. AMERICANS WITH DISABILITIES ACT**

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

**31. FILING AND PAYMENT OF TAXES**

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

**32. TITLES**

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

**Revised 08/19/2016**

**ATTACHMENT 1**  
**List of Equipment**

**STAFF ONLY MACHINES**

**Administration Building, Main Floor**

- 1 Beverage Machines (12 oz. cans)
- 1 Beverage Machines (20 oz. bottles)
- 1 Snack Machine
- 1 Bill Changer (Changes \$1, \$5, and \$10 for coins)

**Administration Building, Second Floor**

- 1 Beverage Machine (12 oz. cans)
- 1 Snack Machine

**Food Service, Staff Dining Area**

- 2 Beverage Machines (12 oz. cans)
- 1 Snack Machine
- 1 Microwave

**(ALL THE ABOVE MACHINES SHALL HAVE \$1 BILL CHANGER)**

**OFFENDER VISITING ROOM MACHINES**

**Administration Building, Visiting Room**

- 4 Beverage Machines (12 oz. cans)
- 3 Snack Machines
- 5 Cold Food Machines
- 2 Microwaves
- 1 Condiment Bars
- 1 Bill Changer (Changes \$1 and \$5 for \$1 coins)

**ATTACHMENT 2**  
Approved Products/Selling Price

**CHIPS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
Andy Capp Hot Fries	Bugles	Large Single Serve	\$1.00
Cheetos Crunchy	Cheez-Its	Large Single Serve	\$1.00
Doritos Nachos	Fritos Corn Chips	Large Single Serve	\$1.00
Fritos BBQ Corn Chips	Fritos Chili Cheese Corn Chips	Large Single Serve	\$1.00
Fritos Texas Grill Corn Chips	Funyuns	Large Single Serve	\$1.00
Gardettos Original Mix	Lays Baked BBQ	Large Single Serve	\$1.00
Lays Baked Sour Cream & Onion	Lays KC Masterpiece BBQ	Large Single Serve	\$1.00
Lays Plain	Lays Wavy Hickory BBQ	Large Single Serve	\$1.00
Munchos	Pork Skins	Large Single Serve	\$1.00
Rold Gold Mini Pretzels	Ruffles BBQ& Cheddar	Large Single Serve	\$1.00
Ruffles Cheddar & Sour Cream	Ruffles Zesty Sour Cream & Onion	Large Single Serve	\$1.00
Snyder Kosher Dill Chip	Snyder Honey Mustard & Onion	Large Single Serve	\$1.00
Snyder Jalapeno	Sun Chips Harvest Cheddar	Large Single Serve	\$1.00
Tater Skins Cheddar & Bacon		Large Single Serve	\$1.00
Pringles Original, Can		Large Single Serve	\$1.25

**SNACK ITEMS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
Planter Peanuts		Large Single Serve	\$0.90
Beef & Cheese Stick	Cheese Peanut Butter Cracker	Large Single Serve	\$1.00
Chex Honey Nut Mix	Nutri Grain Bar	Large Single Serve	\$1.00
Rice Krispie Treats	Ritz Bits	Large Single Serve	\$1.00
Toasty Peanut Butter Cracker		Large Single Serve	\$1.00
Act II Microwave Popcorn	Pop Tarts - Assorted Flavors	Large Single Serve	\$1.25

**CANDY BARS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
3 Musketeer	Almond Joy	Single Serve	\$1.00
Baby Ruth	Butterfinger	Single Serve	\$1.00
Hershey w/Almonds	Hershey Milk Chocolate	Single Serve	\$1.00
Kit Kat	Mars Bar	Single Serve	\$1.00
Milky Way	Mounds	Single Serve	\$1.00
Payday	Reese's Peanut Butter Cups	Single Serve	\$1.00
Snickers	Snickers Peanut Butter	Single Serve	\$1.00
Twix	Whatchamacallit	Single Serve	\$1.00
Zero		Single Serve	\$1.00
Twizzlers	York Peppermint Patty	Single Serve	\$1.00

**COOKIES**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
Austin Animal Cookies	Chips Ahoy	Single Serve	\$1.00
Cookie Mate Duplex	Cookie Mate Peanut Butter Creme	Single Serve	\$1.00
Famous Amos Chocolate Chip	Golden Batch Sugar Free Chocolate Wafers	Single Serve	\$1.00
Golden Batch Sugar Free Strawberry Wafers	Golden Batch Sugar Free Vanilla Wafers	Single Serve	\$1.00
Grandma's Home Style Peanut Butter	Grandma's Home Style Oatmeal	Single Serve	\$1.00
Grandma's Home Style Vanilla	N.E. Brownies	Single Serve	\$1.00
Nabisco Mint Oreo	Nabisco Nutter Butter Bits	Single Serve	\$1.00

**ATTACHMENT 2 (continued)**  
**Approved Products/Selling Price**

**SANDWICH/COLD FOOD MACHINE ITEMS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Price</b>
Jumbo Corn Dog	Murachan Ramen Noodles	\$1.25 each
Otis Spunkmeyer Cheese Streusel Muffin		\$1.25 each
Chef BoyArDee Beef Ravioli in Tomato & Meat Sauce	Hot Pockets Breakfast Burrito	\$1.75 each
Hot Pockets Pepperoni Pizza		\$1.75 each
Ultimo Personal Pizza's		\$2.00 each
Beef Sub with Cheese	Don Miguel Mini Beef Tacos	\$2.25 each
Fresh to You Biscuit & Gravy	Fresh to You Ham & Cheese Sub	\$2.25 each
Fresh to You Turkey & Cheese Sub	Ham & Cheese	\$2.25 each
Ham & Cheese Lunchable		\$2.25 each
Hormel Compleats Chicken Chipotle Pasta		\$2.50 each
Buddy Ham & Cheese Croissant	Buddy Roast Beef & Cheddar on Onion Bun	\$2.75 each
Fast Choice BBQ Big Beef Charbroil		\$2.75 each
Fresh to You Club Sandwich	Fresh to You Canadian Ham, Egg & Cheese Croissant Sandwich	\$2.75 each
Fresh to You Chili Dogs	Fresh to You Pepper, Bacon, Egg & Cheese on English Muffin	\$2.75 each
Fresh to You Sausage, Egg & Cheese on English Muffin		\$2.75 each
Big AZ Country Fried Chicken Sandwich with Cheese	Fresh to You 1/2 Sandwich with Salad	\$3.25 each
Fresh to You Chef Salad with Ranch Dressing		\$3.25 each
Fast Choice Double Beef Stack with Cheese		\$3.50 each
Fresh to You Philly Steak Sub		\$4.25 each

**DESSERTS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
Chocolate Covered Donuts	Cupcakes	Single Serve	\$1.25
Fruit Pies	Honey Buns	Single Serve	\$1.25
Muffins	Powdered Sugar Donuts	Single Serve	\$1.25

**CARBONATED DRINKS / 12 OZ. CANS**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
A&W Cream Soda	A&W Root Beer	12 oz	\$0.85
Cherry Dr. Pepper	Cherry Pepsi	12 oz	\$0.85
Coke	Diet A&W Root Beer	12 oz	\$0.85
Diet Coke	Diet Dr. Pepper	12 oz	\$0.85
Diet Mountain Dew	Diet Pepsi	12 oz	\$0.85
Dr. Pepper	Hawaiian Punch	12 oz	\$0.85
Mountain Dew	Pepsi	12 oz	\$0.85
Sprite	Sunkist Grape	12 oz	\$0.85
Sunkist Orange	Sunkist Strawberry	12 oz	\$0.85

**CARBONATED DRINKS / 20 OZ. BOTTLES**

<b>Approved Products</b>	<b>Approved Products</b>	<b>Size</b>	<b>Price</b>
Orange Crush	Gatorade	20 oz.	\$1.65
Diet Pepsi	Dr. Pepper	20 oz.	\$1.65
Diet Mountain Dew	Diet A&W Root Beer	20 oz.	\$1.65
Diet Coke	Grape Crush	20 oz.	\$1.65
Cherry Coke	Cherry Crush	20 oz.	\$1.65
Cherry Pepsi		20 oz.	\$1.65

**NON-CARBONATED DRINKS / CANS**

<b>Approved Products</b>		<b>Size</b>	<b>Price</b>
V-8		11.5 oz	\$1.50
Bottled Water		12 oz.	\$1.00