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:
Cynthia Adkins
Procurement Officer I
Telephone: (573) 526-6402
cynthia.adins@doc.mo.gov

IFB931Y19708591

Vending Machine Services

FOR

Missouri Department of Corrections Missouri Eastern Correctional Center

Contract Period: November 1, 2019 through October 31, 2020

> Date of Issue: August 22, 2019 Page 1 of 39

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, September 11, 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: Canteen Service of Central MO, Inc. Mailing Address: 2732 Merchants Drive City, State, Zip: Jefferson City, MO 65109 Telephone: 573-635-4961 Fax: 573-761-3930 MissouriBUYS SYSTEM ID: cshipley Email: cshiplev@canteenmo.com Curt Shipley GM Authorized Signer's Printed Name and Title: September 10,2019 **Authorized Signature:** Cort Shipley NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows: Contract No. 9-110-19 Alana Boyles, Direct **Division of Adult Institutions**

EXHIBIT A, Pricing Page

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

Line Item	Original Contract Period	First Renewal Period	Second Renewal Period
001	29 % of Gross Sales	29 % of Gross Sales	_29% of Gross Sales

By signing, the bidder hereby declares understanding, agreement, and certification of compliance to provide the services 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 its bid.

Company Name: Canteen Service of Ce	entral MO, Inc.
Authorized Signature: Curt Skipley	Printed Name: Curt Shipley
Date: September 9, 2019	Email Address: cshipley@canteenmo.com

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.

	NA	
		Service-Disabled Veteran Business Enterprise Name
Service-Disabled Veteran's Signature Missouri Address of Se Business Enterprise	Missouri Address of Service-Disabled Veteran Business Enterprise	
	Website Address	
Date		E-Mail Address
Service-Disabled Veteran's Name (Please Print) Service-Disabled Veteran's Signature Missouri Address of Service-Disabled Veteran Business Enterprise Missouri Address of Service-Disabled Veteran Business Enterprise Phone Number Website Address The SDVE vendor should check the appropriate statement below and, if applicable, provide the request information. No, I have not previously submitted the SDV documents specified herein to the state agency or to the Offic 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 Offic 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/Purchasin SDVE database located at http://oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV Gocuments have be submitted to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDV at any time no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated SDV from the database.)		
	Service-Disabled Veteran's Name Service-Disabled Veteran Business Enterprise Name Service-Disabled Veteran's Signature Missouri Address of Service-Disabled Veteran Business Enterprise Number Website Address E-Mail Address DVE vendor should check the appropriate statement below and, if applicable, provide the requested tition. 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 the SDVE and SDV are listed on the Office of Administration, Division of Purchasing (OA/Purchasing) database located at http://oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been ed to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDVE me no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated on the database.) RETATE USE ONLY V's Documents - Verification Completed By:	
		ents specified herein within the past three (3) years to the state
		ents specified above within the past three (3) years to the Office
	Date SDV Documents were submitted:	
	Previous Bid/Contract Number for Wh	nich the SDV Documents were submitted:
SDVE submitt at any t	database located at http://oa.mo.gov/sites/defied to the OA/Purchasing within the past three me no longer meets the requirements stated at	ce of Administration, Division of Purchasing (OA/Purchasing) ault/files/sdvelisting.pdf, then the SDV documents have been e [3] years. However, if it has been determined that an SDVE
FO	R STATE USE ONLY	
SD	V's Documents - Verification Completed By:	
	Procurement Officer	Date

EXHIBIT C, REFUND PROCEDURE AND FAMILIARITY OF BUILDINGS

Refund Procedure:

Bidder must st	ate below its refund procedure as described in Section 4.6 of the IFB.
1. Driver c	an make refunds at time of service.
2. Refunds	can be made via US Mail.
Familiarity of	Buildings:
	ust document a thorough knowledge of the equipment and service areas based on either; (1) the dance of a site tour, or (2) through knowledge of the equipment and service areas gained from some
	I attended a site inspection of the equipment and service areas. (The attendance record shall verify the bidder's attendance.)
X	I did <u>not</u> 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:	Canteen is exisiting vendor.
MANAGE PROPERTY.	

EXHIBIT D, CURRENT/PRIOR EXPERIENCE

Current/Prior Contracts: The bidder should provide a list of all contracts for which the bidder is currently or has provided vending machine services within the past five (5) years, the contact name, phone number and email address of where the service is/was provided, the type of machine provided, the total number of machines serviced and the dates of the services provided.

Company/Institution Contact Name, Phone Number and Email	Type of Machine (e.g. Beverage, snack, cold food, frozen food)	Total Number of Machines Serviced	Date of Services Provided
Best Vendors, Lara Lithun 763-287-7296; llithun@bestvendors.com	beverage, snack, cold food, hot beverage	100	1999-present
MECC, Jessica Poschel 636-257-3322; jessica.poschel@doc.mo.gov	beverage, snack, cold food, hot beverage	23	2016-present

EXHIBIT E, MISCELLANEOUS INFORMATION

issouri Secretary of State/Authorization to Transact Business			
	tment is precluded from contracting with a vendor or its e State of Missouri. Bidders must either be registered with		
he Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo. (http://revisor.mo.gov/main/OneSection.aspx?section=351.572)			
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter	Legal Name: Canteen Service of Central MO, Inc.		
number assigned to business entity	Missouri State Charter #00131824		
If the bidder is not required to be registered with the	State specific exemption		
Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.2,	(List section and paragraph number)		
RSMo.	Stated in section 351.572.2 RSMo,		
	(State Legal Business Name)		

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.

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

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 the Missouri Eastern Correctional Center (hereinafter referred to as MECC) located at the following address.

Missouri Eastern Correctional Center 18701 US Highway 66 Pacific, MO 63069

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 cynthia.adkins@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 MECC is a medium security prison that has a housing capacity of 1,100 male offenders.
- 1.3.2 Estimated Gross Sales Gross sales at MECC average approximately \$125,000.00 per year. Future sales are not guaranteed.

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

2.1.10 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.

- 2.1.11 The Department will provide all necessary utilities.
- 2.1.12 MECC 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
 2.3.4.
- 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 MECC, 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 <u>Selling Price</u>. Addition of products to **ATTACHMENT 2**, <u>Approved Products</u>, 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.

a. If a commission check is returned to the MECC 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 MECC 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.

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. 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.

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**, <u>Pricing Page</u> The bidder must submit a firm fixed commission rate percentage of gross sales on **EXHIBIT A**, <u>Pricing Page</u> 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.

4.5 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**, <u>Refund Procedure and Familiarity of Buildings</u>, 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**, <u>Refund Procedure and Familiarity of Buildings</u>.
 - 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**, <u>Current/Prior Experience</u> 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.

EXHIBIT A, Pricing Page

The bidder must state a firm, fixed commission rate as a percentage of gross sales for the original contract period, 1st renewal period and 2nd 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 services 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 its bid.

with its bid.		
Company Name:		
Authorized Signature:	Printed Name:	
Date:	Email Address:	

EXHIBIT B, continued <u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE</u>

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 information.	e statement below and, if applicable, provide the requested		
	V documents specified herein to the state agency or to the Office and therefore have enclosed the SDV documents.		
Yes, I previously submitted the SDV docum agency.	ments specified herein within the past three (3) years to the state		
Yes, I previously submitted the SDV docum of Administration, Division of Purchasing.	nents specified above within the past three (3) years to the Office		
Date SDV Documents were submitted:	;		
Previous Bid/Contract Number for W	hich the SDV Documents were submitted:(if known)		
SDVE database located at http://oa.mo.gov/sites/desubmitted to the OA/Purchasing within the past three	fice of Administration, Division of Purchasing (OA/Purchasing) of ault/files/sdvelisting.pdf, then the SDV documents have been ee [3] years. However, if it has been determined that an SDVE above, the OA/Purchasing will remove the SDVE and associated		
FOR STATE USE ONLY			
SDV's Documents - Verification Completed By	r:		
Procurement Officer	Date		

EXHIBIT D, CURRENT/PRIOR EXPERIENCE

Current/Prior Contracts: The bidder should provide a list of all contracts for which the bidder is currently or has provided vending machine services within the past five (5) years, the contact name, phone number and email address of where the service is/was provided, the type of machine provided, the total number of machines serviced and the dates of the services provided.

Company/Institution Contact Name, Phone Number and Email	Type of Machine (e.g. Beverage, snack, cold food, frozen food)	Total Number of Machines Serviced	Date of Services Provided

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. <u>Attachment</u> 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. <u>Bid Opening Date and Time</u> and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. <u>Bidder</u> 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. <u>Buyer or Buyer of Record</u> means the procurement staff member of the Department. The <u>Contact Person</u> as referenced herein is usually the Buyer of Record.
- i. <u>Contract</u> means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. <u>Contractor</u> 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.
- 1. <u>Invitation for Bid (IFB)</u> 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. <u>Must</u> 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. <u>Pricing Page(s)</u> 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. <u>RSMo (Revised Statutes of Missouri)</u> 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.

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://missouribuys.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.

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.
- 1. 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 Attachment
- s 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.

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

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.

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 2 Approved Products

CANDY

Approved Products	Approved Products	Size	Price
Dots	Hot Tamales	Single Serve	\$0.90 each
Wild Cherry	Jolly Rancher Screaming Sours	Single Serve	\$0.90 each
Jolly Rancher Fruit Chews	Starburst Tropical	Single Serve	\$0.90 each
Starburst – Assorted Flavors	Starburst California	Single Serve	\$0.90 each
Strawberry Twizzler	Junior Mints	Single Serve	\$0.90 each
Pop Drops	Pearson Salted Nut Roll	Single Serve	\$0.90 each

CHIPS

Approved Products	Approved Products	Size	Price
Pork Skins	BBQ Potato Chips	Single Serve	\$0.85 each
Bugles	Cheetos Crunchy	Single Serve	\$0.85 each
Cheez-it	Chex Mix	Single Serve	\$0.85 each
Crunches	Doritos	Single Serve	\$0.85 each
Fritos	Fritos with Chili/Cheese	Single Serve	\$0.85 each
Funyuns	KC Masterpiece BBQ Chips	Single Serve	\$0.85 each
Lays Baked Chips – Assorted	Lays Classic Potato Chips	Single Serve	\$0.85 each
Mustard Pretzels	Old Vienna BBQ	Single Serve	\$0.85 each
Old Vienna Red Hot Riplets	Potato Skins	Single Serve	\$0.85 each
Pringles	Quaker Snack Mix	Single Serve	\$0.85 each
Rold Gold Pretzels	Ruffles Cheddar & Sour Cream	Single Serve	\$0.85 each
Ruffles Cheddar Bacon	Ruffles Chips	Single Serve	\$0.85 each
Spicy Creole Tomator	Sun Chips	Single Serve	\$0.85 each
TGIF Potato Skins		Single Serve	\$0.85 each

SNACK ITEMS

Approved Products	Approved Products	Size	Price
Peanut Butter Cookies	Granola Bar	Single Serve	\$0.90 each
Beef Summer Sausage	Nutri Grain Bar	Single Serve	\$0.90 each
Cheese Crackers	Peanuts	Single Serve	\$0.90 each
Chex Mix Bar		Single Serve	\$0.90 each
Basil Brownie Crisp	Popcorn	Single Serve	\$1.00 each
Pop Tarts	Rice Krispie Treat	Single Serve	\$1.00 each
Smith Brothers Wild Cherry		Single Serve	\$1.00 each
Assorted Cereal	Yogurt	Single Serve	\$1.25 each
Blueberry Bagel w/Cream Cheese	Pickle	Single Serve	\$1.50 each
Plain Bagel w/Cream Cheese	Tropical Fruit	Single Serve	\$1.50 each
Chicken Salad	Tuna Salad	Single Serve	\$2.75 each
Lunchables		Single Serve	\$2.75 each

ATTACHMENT 2 (continued)

MICROWAVABLE ITEMS

Approved Products	Approved Products	Size	Price
Cup O' Noodles	Egg & Cheese Muffin	Single Serve	\$1.25 each
Tennessee Pride Sausage Biscuit	Sausage Twin Biscuit	Single Serve	\$1.25 each
Red Hot Beef/Bean Burrito	White Castle Cheeseburgers	Single Serve	\$1.75 each
BBQ Pulled Pork	Honey Mustard Chicken	Single Serve	\$2.50 each
Jumbo Beef Hot Dog	Mini Beef Taco	Single Serve	\$2.50 each
Mini Chicken Taco	Sausage, Egg & Chicken Muffin	Single Serve	\$2.50 each
Tony's Pepperoni Pizza	Tony's Sausage Pizza	Single Serve	\$2.50 each
Chuckwagon Sandwich	Pizza Rolls	Single Serve	\$2.25 each
Red Baron's Deep Dish Pizza	Tony's Supreme Pizza	Single Serve	\$2.25 each
Michelina's Dinners		Single Serve	\$2.25 each
Bacon Cheeseburger	Bacon, Egg & Cheese Croissant	Single Serve	\$3.00 each
BBQ Riblets	Buffalo Chicken Sandwich	Single Serve	\$3.00 each
Double Charbroil Hamburger	Honey BBQ Pork Sandwich	Single Serve	\$3.00 each
Jalapeno Cheeseburger	Jumbo Ham & Cheese	Single Serve	\$3.00 each
Plain Cheeseburger	Sausage & Egg Sourdough	Single Serve	\$3.00 each
Spicy Chicken Breast	Spicy Fish & Cheese	Single Serve	\$3.00 each
BBQ Rib	Big AZ Beef Charbroil	Single Serve	\$3.00 each
Big AZ Chicken	Big AZ Spicy Chicken	Single Serve	\$3.00 each
Buffalo Chicken Drummies	Chicken Breast Patty	Single Serve	\$3.00 each
Italian Combo	Jumbo Roast Beef	Single Serve	\$3.00 each
Philly Cheese Steak	Philly Chicken Style	Single Serve	\$3.00 each
Twin Chili Cheese Dogs	Double Pork Chop	Single Serve	\$3.00 each
Turkey & Cheese Croissant		Single Serve	\$3.00 each
			ļ
Chicken Noodle Soup	Scalloped Potatoes & Ham	Single Serve	\$1.50 each
Hormel Chili	Spaghetti & Meatballs	Single Serve	\$1.50 each
Lasagna & Beef	Macaroni & Cheese	Single Serve	\$1.50 each
Hamburger Stew	Hormel Chili Hot	Single Serve	\$1.50 each
Beefaroni	Beef Ravioli	Single Serve	\$1.50 each
			1.000
Compleats Dinners		Single Serve	\$4.00 each

ATTACHMENT 2 (continued)

HOT DRINKS

Approved Products	Approved Products	Size	Price
Decaf Coffee	Regular Coffee	8 oz.	\$0.60 each
French Vanilla Coffee	Irish Crème Coffee	8 oz.	\$0.60 each
Hot Chocolate	European Roast	8 oz.	\$0.60 each
100% Columbian	100% Columbian Decaf	8 oz.	\$0.60 each
Café Mocha	Baby Ruth Froth	8 oz.	\$0.60 each
Caramel Cappuccino	Swiss Mocha	8 oz.	\$0.60 each
Premium Blend		8 oz.	\$0.60 each
Decaf Coffee	Regular Coffee	12 oz.	\$0.75 each
French Vanilla Coffee	Irish Crème Coffee	12 oz.	\$0.75 each
Hot Chocolate	European Roast	12 oz.	\$0.75 each
100% Columbian	100% Columbian Decaf	12 oz.	\$0.75 each
Café Mocha	Baby Ruth Froth	12 oz.	\$0.75 each
Caramel Cappuccino	Swiss Mocha	12 oz.	\$0.75 each
Premium Blend		12 oz.	\$0.75 each

SNACK CAKES

Approved Products	Approved Products	Size	Price
Chocolate Gems	Powdered Gems	Single Serve	\$1.25 each
Fruit Pies	Honey Bun	Single Serve	\$1.25 each
Suzy Q	Ding Dong	Single Serve	\$1.25 each
Donut Sticks	Zingers	Single Serve	\$1.25 each
Pound Cakes	Crumb Gems	Single Serve	\$1.25 each
Danish – Cream Cheese	Cinnamon Roll	Single Serve	\$1.25 each

ICE CREAM

Approved Products	Approved Products	Size	Price
Blue Bunny Fudge Bar	Blue Bunny Dream Bar	Single Serve	\$1.00 each
Ice Cream Bars		Single Serve	\$1.00 each
Blue Bunny King Size		Single Serve	\$1.75 each
Blue Bunny Sandwich Ice Cream Cookie		Single Serve	\$1.50 each