

## 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:  
Diana Fredrick, CPPB  
Procurement Officer II  
Telephone: (573) 526-0591  
[Diana.fredrick@doc.mo.gov](mailto:Diana.fredrick@doc.mo.gov)

# IFB931Y19708366

Offender Banking Services

FOR

Department of Corrections  
Statewide

Contract Period:  
Effective Date of Contract through Three  
(3) Years  
Date of Issue: June 12, 2019  
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**Bids Must Be Received No Later Than:**

2:00 p.m., July 10, 2019

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and 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 vendor 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: \_\_\_\_\_ Bid Date: \_\_\_\_\_

### NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Trevor Foley, Director, Budget and Finance

\_\_\_\_\_  
Date

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

# Instructions for Submitting a Solicitation Response

The Missouri Department of Corrections is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.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, vendors 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 vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors 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://missouribuyss.mo.gov/sites/missouribuyss/files/FINALHowToRespondToASolicitation\\_v2.7.09.16\\_revised\\_12.01.18.pdf](https://missouribuyss.mo.gov/sites/missouribuyss/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf). (This document is also on the Bid Board referenced above.)

Notice: The vendor 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 vendor and their response at risk of not being accepted on time.

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

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors 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 vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/sites/missouribuyss/files/FINALHowToRespondToASolicitation\\_v2.7.09.16\\_revised\\_12.01.18.pdf](https://missouribuyss.mo.gov/sites/missouribuyss/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf).

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's bid.
- Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor 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 vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor 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 is subsequently 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\*\*\*\*\*

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## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bids for the provision of banking services as set forth herein.

### 1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor 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 vendor's ability to submit a bid.
- 1.2.2 Except as may be otherwise stated herein, the vendor and the vendor'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 to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
- 1.2.3 All questions and issues should be submitted at least ten (10) calendar days prior to the due date of the bid. If not received prior to ten (10) calendar 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 [Diana.fredrick@doc.mo.gov](mailto:Diana.fredrick@doc.mo.gov).
- 1.2.4 The Department will attempt to ensure that a vendor 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 addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB addendum as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB.
- 1.2.5 Only those questions which necessitate a change to the IFB will be addressed via an addendum to the IFB. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the IFB opening date may not be addressed.

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

### 1.3 Background Information:

- 1.3.1 The Department maintains an Inmate Account Fund and a Release Card Account Fund for offenders under the supervision of the Department. Both funds are managed centrally. Services requested herein are currently provided through a contract awarded to Central Bank located in Jefferson City, Missouri.
- 1.3.2 At the effective date of this contract, the Department estimates it will have approximately 27,000 offenders located within twenty (20) correctional institutions, one (1) Therapeutic Treatment Center (CTCC), one (1)

Transition Center (TCSTL), and six (6) Community Supervision Centers (CSC) in the State of Missouri (see **Attachment 1**). Each location has the potential for an Inmate Account Fund. All monies from each institutional fund are transferred to the Department's Central Office.

- 1.3.3 The offender banking system is currently a JAVA based web application used to maintain funds in the Inmate Account Fund. The system:
- accounts for an offender's personal funds, savings funds, savings bonds, and liabilities owed to other entities;
  - records deposit items sent to offenders by outside entities as well as offender withdrawal requests;
  - processes offender payroll, including accounts receivable; and
  - is used to transfer monies to the Release Card Account Fund in order to apply money to debit cards for an offender's release from incarceration.
- 1.3.4 Currently, the depository bank account utilized by the Department is located at Central Bank located in Jefferson City, Missouri. This account is the Inmate Account Fund, authorized under state statute 217.040 RSMo.
- 1.3.5 The Department also holds other assets in the form of savings bonds for the offenders. Under state statute 217.040 RSMo, the Department is authorized to maintain these bonds.
- 1.3.6 It is estimated that on a monthly basis the account will collectively average 6,690 deposit items, 2,676 paid items, ten (10) stop payment items, and three (3) return items. An example analysis statement for one month is provided on **Attachment 5**.
- 1.3.7 It is anticipated that the Inmate Account Fund will have a daily deposit. The estimated average amount of the daily deposit into the account is estimated to be \$90,787.
- 1.3.8 For a transaction history of the Inmate Account Fund for calendar year 2018, see **Attachment 2**.
- 1.3.9 For a transaction history of the Release Card Account Fund for calendar year 2018 see **Attachment 3**. This Release Card Account Fund is only used for the transferring of monies from the Inmate Account Fund in order to apply monies to the debit cards.
- 1.3.10 A current contract exists for the services being obtained via this IFB. The contract number is OF14708166 and can be viewed at: [https://docservices.mo.gov/DHS/Professional\\_Services\\_Awarded.php](https://docservices.mo.gov/DHS/Professional_Services_Awarded.php).
- 1.3.11 The banking services requested include:
- Processing the receipt, disbursement, and transfer of funds under the Department's control;
  - Maintaining the Department's accounts and balances activities; and
  - Providing other related banking services as needed.
- 1.3.12 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.

**1.4 General Information:**

- 1.4.1 Terms and Conditions - It is recommended that all vendors 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
- 1.4.2 The vendor is advised that the Department does not have the authority to conduct negotiations of bids received or to award a contract with negotiations.

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

## **2. PERFORMANCE REQUIREMENTS**

*This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent Contractor. Response to this section by the vendor is requested in the Exhibit section of this IFB. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the Department.*

### **2.1 General Requirements:**

- 2.1.1 Pursuant to the authority granted to the Department of Corrections (hereinafter referred to as "Department") by section 217.040, Missouri Revised Statute (RSMo), the Contractor shall provide the services of a depository for funds within the custody and control of the Department located in Jefferson City, Missouri in accordance with the provisions and requirements specified herein.
- 2.1.2 The Contractor shall provide banking services for the Department in accordance with the provisions and requirements specified herein. The Department makes no guarantee as to the minimum or maximum amount of funds to be deposited, nor the minimum or maximum number of transactions throughout the term of the contract.
- 2.1.3 The Contractor shall coordinate all functions with the Offender Finance Officer or authorized designee.
- 2.1.4 The Contractor shall not open or maintain any accounts in the name of the Department, except those accounts specifically identified herein and any accounts authorized by the Department in writing. The Department will work with the Contractor to determine the best account structure. New accounts shall operate in accordance with the requirements of this IFB using the fee schedule provided in the Contractor's proposal on the pricing pages located in Section 5 of this IFB.
  - a. The contractor shall maintain one (1) non-interest bearing account for the Inmate Account Fund, and one (1) non-interest bearing account for the Release Card Account Fund.
- 2.1.5 The Department shall not transfer any funds to the Contractor until both accounts and systems required herein are fully implemented, as determined by the Department. The Contractor must complete implementation of both accounts and systems within sixty (60) days after authorization from the Department to proceed with services.
- 2.1.6 If the Department requests a service be performed on a specific day and that day is not a banking day, the Contractor shall provide the service on the next banking day, unless otherwise indicated by the Department or by mutual agreement between the Contractor and the Department.
- 2.1.7 The Contractor shall agree that the day of deposit shall be defined as day "zero" (0).
  - a. The Contractor shall provide zero (0) to one (1) day availability of all funds deposited, regardless of its composition.
- 2.1.8 The Contractor shall perform all services and to the sole satisfaction of the Department.
- 2.1.9 The contractor shall comply with the Fair Labor Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the forgoing provision in all subcontracts awarded.
- 2.1.10 The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the Department on any materials produced or issued without the prior written approval of the Department.



2.1.11 The contractor shall provide services Monday through Friday, with the exception of state and federal holidays. A list of state holidays may be found on the State of Missouri Website, <https://oa.mo.gov/commissioner/state-holidays>.

2.1.12 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

## **2.2 Location Requirements:**

2.2.1 The Department is required to maintain its principal offices in Jefferson City and keep the Department's books and records in Jefferson City. The Department cashiers all collections for the Inmate Account Fund and makes all bank deposits in Jefferson City.

2.2.2 The contractor must provide a physical location within the city limits of Jefferson City, Missouri, to provide services required herein.

## **2.3 Equipment, Software and Computer Requirements:**

2.3.1 The contractor shall develop an interface, and be able to accept the Department's electronic files via Secure File Transfer Protocol (SFTP). The contractor must obtain approval from the Department for all file formats. All electronic files containing sensitive information must be encrypted as directed by the Department and the Missouri Office of Administration, Information Technology Services Division's Applications Manager.

## **2.4 Records Requirements:**

2.4.1 The Contractor shall maintain adequate records to support the activities and transactions authorized or required herein. The records shall be open to the Department for inspection at any time during the Contractor's working hours.

2.4.2 The Contractor shall provide the Department with monthly bank statements electronically or on a CD/DVD for each separate account and include a list of all checks in numerical order, individual and total receipts and withdrawals.

2.4.3 The State Auditor's Office (SAO) audits the statewide financial statements prepared by the Office of Administration (OA), Division of Accounting. In order to conduct such audit, the OA and SAO may request data from any bank the Department does business with. The SAO also conducts other audits of the Department and may request the Department obtain information from the Contractor. The Contractor shall provide any data and information requested by the Department on behalf of OA or SAO. Historically, the volume of such information requested is usually low.

- a. At the expiration/termination/cancellation of the contract, the Contractor shall provide the Department with all Department information contained on electronic media, in files, and in data base files as requested by the Department and in a format acceptable to the Department. The Contractor shall understand and agree that the Department shall determine the format, which shall depend on the current circumstances and technological capabilities of the Department.

2.4.4 All reports, systems, on-line inquiry features, procedures, etc., provided by the Contractor under the contract shall be subject to final approval by the Department. The Contractor must incorporate all changes requested by the Department if such changes are required in order for the Contractor to comply with the provisions and requirements of the contract.

**2.5 General Deposit, Collection Requirements:**

2.5.1 The Contractor shall receive funds to credit the Inmate Account Fund and provide information as described below.

- a. Transfer by ACH, or other means;
  - 1) By 7:00 a.m. CST each banking day, the contractor shall provide, via the online banking system, a detailed on-line report (by account) listing each ACH transfer received the previous twenty-four (24) hours and related information (e.g. dollar amount of each receipt, bank account, payer, supplemental information transmitted by originator, etc.). The contractor must provide the Department with the ability to print the report from the on-line banking system.
  - 2) The contractor shall accept and provide information to the Department as provided by the sender (i.e. tax account number, tax period, tax type, date of payment) for each ACH payment. The contractor shall provide such information to the Department via the online banking system.
  - 3) For those ACH transfers designated by the Department, the contractor shall transmit ACH addendum information to the Department, as provided by the ACH originator via electronic data interchange (EDI).
  - 4) The contractor shall be able to receive and process ACH files in PPD, PPD+, CCD, CCD+, and CTX formats. The contractor shall understand and agree that, except for miscellaneous ACH receipts, the Department uses the CCD and PPD format.
    - The contractor shall electronically transmit to the Department, on the effective settlement date, the ACH file in its entirety and in the format the contractor received it from the third party processor(s).
  - 5) Both the contractor, as the Originating or Receiving Depository Financial Institution, and the Department, as Originator or Receiver, shall abide by the Rules of the National Automated Clearing House Association (NACHA).
- b. Funds collected from Department contracted third party processors either through a depository collection system or Department approved alternative.
- c. Imaged checks transmitted via remote deposit: The Department uses a third-party vendor via a Check21 enabled file to deposit the money order and check images. The files will be uploaded to the Department's SFTP sight daily at 4:30 p.m. CST or CDST, whichever applies. The Contractor shall download the files before 9:00 a.m. of the following business day. After the Contractor has downloaded the files, the Contractor shall send the Department an email detailing the number of records received and the total dollar amount of the deposit. Email addresses will be provided upon notice of award. Should the Contractor require changes to the file format received from the third-party vendor, the Contractor shall be responsible for any charges/fees associated with such changes.
  - 1) The Contractor shall provide a remote deposit system and all necessary equipment to prepare and transmit imaged deposits that are compliant with Federal Reserve image exchange standards.
  - 2) The system shall allow for the deposit of checks and money orders.
  - 3) The system must provide the Department the ability to establish user-defined fields for each payment scanned.
    - User defined fields shall be mandatory or optional as indicated by the Department.

- User defined fields shall be established as alpha only, numeric only, or alpha-numeric as defined by the Department.
  - 4) The Contractor shall provide the Department with the ability to view images of scanned items for a minimum of 180 calendar days after the date of deposit.
  - 5) The Department reserves the right to increase/decrease the number of remote deposit files at any time; and
  - d. Other monies deposited daily with the Contractor (i.e. cash, coin, physical checks), including mutilated monies.
- 2.5.2 At minimum, the Contractor shall provide 3-part carbonless bank deposit slips to the Department in such quantities as requested, at no additional cost to the Department.
- a. The Department may purchase, and the Contractor shall provide, check stock as needed.
- 2.5.3 At minimum, the Contractor shall provide four (4) locking bank bags to the Department at no charge. Two (2) sets of keys are required for each bank bag. One (1) set of keys is retained by the Department and the other shall be retained by the Contractor.
- a. The Contractor shall return to the Department the bank bags that were taken to the Contractor's location the previous day before 2:00 p.m. the next day. However, if the Contractor returns the bank bags at 2:00 p.m., the Contractor shall provide double number of bags listed above at the Contractor's expense.
- 2.5.4 The Contractor must provide daily courier service, to and from the Department's Central Office located at 2729 Plaza Drive, Jefferson City, Missouri, 65109. Courier service for the daily deposit will typically be needed once daily, Monday through Friday, between the hours of 10:00 a.m. and 2:00 p.m., except for state and federal holidays specified elsewhere herein.
- a. The Contractor must guarantee the safety of the funds in transit in a manner acceptable to the Department, such as by posting bond or using a bonded courier. The Contractor shall explain how it will guarantee the safety of the funds in **EXHIBIT D**.

## **2.6 On-Line Access and Reporting Requirements:**

- 2.6.1 The Contractor shall provide secure, online reporting system through the internet.
- 2.6.2 The Contractor shall provide the Department with on-line access to account information, reports, and other systems provided under the contract.
- 2.6.3 The Contractor shall provide the Department with access to the Contractor's online reporting system so the Department can originate internal bank account transfers and view account activity on-line. The cost of this system shall be included in the Firm Fixed Pricing on the Pricing Pages.
- a. The Contractor shall allow approximately six (6) Department users access to the Contractor's on-line reporting system.
- 2.6.4 The Contractor shall provide on-line inquiry, search, and input functions that include, but are not limited to, the following:
- a. Depositary Collection System:
    - 1) The Department shall be able to access and input information/data into the depositary collection system's file maintenance.

- b. The Contractor shall provide all account activity on-line via the Internet as listed below:
    - 1) The Contractor shall provide on-line all activity by account for the previous eighteen (18) months.
    - 2) The Contractor shall allow the Department to search and view each Department account activity by specific date or transaction on-line.
    - 3) The Contractor shall allow the Department to locate or search a specific check number on-line.
  - c. The Contractor shall allow the Department to check its overall balance by account.
    - 1) On a daily basis, the Contractor shall update the balance information from the previous day's deposits and make them available to the Department on-line by 7:00 a.m. CST the next morning.
  - d. The Contractor shall provide the Department with on-line capability to enter and delete stop payment requests on the Department checking accounts as described below:
    - 1) The Contractor shall provide the Department with on-line capability to access and review information on stop payments.
    - 2) The stop payment input shall be based on check amount only, check amount and serial number, serial number range, or check amount range.
  - e. The Contractor shall have the capability to receive emails from the Department.
- 2.6.5 The Contractor shall provide multi-level security that allows different security access levels to the Contractor's online banking system.
- 2.6.6 The Contractor shall maintain and provide routine updates to all on-line functions at no additional cost to the Department.
- 2.6.7 The Contractor shall provide monthly electronic statements for each of the Departments accounts. The Contractor shall make such statements available via the online banking system the next banking day upon the statement closing.
- a. The Contractor shall provide the monthly statements in the format described below:
    - 1) Each statement shall show beginning and ending balances for the account;
    - 2) Each statement shall clearly label all deposits;
    - 3) Each statement shall label all ACH debits and credits;
    - 4) Each statement shall clearly label all other debits and credits;
    - 5) Each statement shall clearly label the transaction charges;
    - 6) Each statement shall include a section showing all checks paid during the month, listing the check numbers, the date paid, and the amounts. All checks paid by the Contractor shall be listed in numerical order (as opposed to date order). A total of checks paid shall also appear in this section; and
    - 7) Each statement shall show the average collected balance and the average ledger balance for the month.
  - b. The Contractor shall image all checks paid and make the imaged copies available to the Department with the monthly statement via the online banking system. Imaged copies shall be in numerical order.
  - c. If the monthly statement requires correction, the Contractor shall provide a new (revised) statement/letter to the Department within three (3) banking days of notification of the error.

- 2.6.8 The Contractor shall provide a monthly account analysis report of transactions and charges for each account. The account analysis report shall detail the transactions and the make-up of the account's charges so that Department personnel can easily monitor account activities and charges.
- 2.6.9 The Contractor shall provide an electronic export of the Cleared Check Text File. See **Attachment 4** for the format required for this file. If requested by the Department, the Contractor shall load the file to the Department's SFTP.
- 2.6.10 The Department may request additional reports during the contract period.
- 2.6.11 The Contractor shall maintain back-up reports for four years.
- 2.6.12 The Department scans and captures images an average of six-hundred (600) money orders and checks per day. The Department shall maintain the original documents up to forty-five (45) calendar days.

## **2.7 Returned Items:**

- 2.7.1 The Contractor shall determine if a check is eligible and forward for collection any returned item (check) due to insufficient funds electronically for the second and third presentment and shall not debit the Inmate Account Fund until the final presentment. If the returned item is not eligible for represented check entry (RCK), the Contractor must present the paper item a second time. The Department will determine eligibility of returned items and forward to the Contractor for RCK processing.
  - a. The Contractor shall abide by the NACHA rules in all processing performed under the RCK program. The Contractor shall be responsible for any violation of the NACHA rules that may result from ineligible items being collected by represented check entry.
  - b. The Contractor shall not be allowed to assess a separate fee to the check writer as part of the RCK process.
  - c. The Contractor shall provide a daily report of items entered into the RCK process (second presentment) and the return resolution of those items and a daily report of items presented a third time and the return resolution of those items.
- 2.7.2 Each day by 10:30 a.m. CST, the Contractor shall provide the Department with a listing of returned checks that have been presented the maximum number of times. The Contractor shall also provide copies of the front and back of these returned checks. The Contractor must assign a document number to uniquely identify each returned item.

## **2.8 Transfer and Disbursement Requirements:**

- 2.8.1 The Contractor shall agree and understand that funds shall only be removed from the Department's accounts by the means listed below:
  - a. Upon instruction from authorized Department personnel via on-line banking software, the Contractor shall remove money from the Inmate Account Fund by transferring funds to the Release Card Fund. The Department's Offender Finance Officer shall provide a list of Department personnel for each account that has authority to direct transfers from an account.
  - b. Currently the Department has one outside vendor who is authorized by the Offender Finance Officer to debit the Release Card Fund. The Contractor shall debit the Inmate Account Fund for ACHs originated by the Department's third party processor(s). Upon contract award, the Department's Offender Finance Officer shall identify the vendor and provide the Contractor with all necessary information for the vendor to debit this account.

- c. Two or more signatures are required for checks. The Contractor shall debit the Department's Inmate Account Fund for checks drawn on the account and signed by two (2) individuals authorized by the Department to sign for that account. The Offender Finance Officer shall provide the Contractor with authorized signers.

## **2.9 Fraud Protection Requirements:**

2.9.1 The Contractor shall provide fraud protection services as outlined below:

- a. The Contractor shall compare all checks presented with the daily file of checks issued, verifying at the minimum, the check number and amount.
- b. The Contractor shall not pay checks that are not on the daily file of checks issued, voided, stop-paid, stale-dated, or for the wrong amount, unless otherwise verified by the Department. Images of checks presented that are not included in the daily file issued shall be provided to the Department within 48 hours.
- c. The Contractor shall provide web access for the Department to inquire, place stop-payments, or to manually add checks.

2.9.2 The Department will provide the Contractor with a daily file of checks issued.

## **2.10 Collateral Requirements:**

2.10.1 The Contractor must guarantee the security of all funds.

2.10.2 The Contractor must provide proof of guarantee of insurability of account balances. The Contractor shall provide collateral to secure one-hundred percent (100%) of the total daily ending ledger balance. A listing of acceptable collateral is specified in State of Missouri, Revised Statutes, Chapter 30, section 270, and may be viewed here: <http://revisor.mo.gov/main/OneSection.aspx?section=30.270&bid=35059&hl=>.

2.10.3 The Contractor shall be FDIC insured and adhere to federal banking laws.

2.10.4 The Contractor shall guarantee one-hundred percent (100%) of all deposited funds to the satisfaction of the Department including any other third party funds deposited with the Contractor and in the Contractor's custody and control.

## **2.11 Miscellaneous Services Requirements:**

2.11.1 The Contractor shall operate its system in a manner designed to prevent damage to Department property or loss of Department funds. The Contractor shall guarantee that there will be no deficiencies in daily transactions and that all transfer requests will be properly executed. The Contractor shall indemnify the Department for any actual damages incurred by the Department caused by or resulting from the acts or omissions of the Contractor or any services or equipment provided by the Contractor.

2.11.2 If the Contractor defaults in any manner in performing any of the contractual terms and conditions, and such default is not cured by the next banking day (as that term is defined in section 400.4-104(1)(c), RSMo.) after notice of such default is given to the Contractor, the Department shall have the right to withdraw all Department funds on deposit with the Contractor.

2.11.3 The Contractor shall pulp or shred all documents containing confidential information. If the Contractor shreds such documents, the strips must be no larger than 5/16 inch crosscut.

- 2.11.4 The Contractor shall hold all information furnished to the Contractor in strict confidence and shall not reproduce, reveal, or make the information accessible, in whole or in part, in any manner whatsoever, to any person unless required by law, or unless the Contractor first obtains the Department's express and written consent.
- 2.11.5 The Contractor must not use any information provided to the Contractor by the Department or any information obtained pursuant to the contract to create any mailing list, telemarketing list, other marketing list or research aid, or other database of compilation that is to be sold or otherwise provided to any third party.
- 2.11.6 Within five (5) days after authorization from the Department to proceed with services, the Contractor shall submit a written notice to the Department of the name, title, address, email address, and telephone number of one (1) individual within the Contractor's organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the Contractor's performance shall be addressed. The Contractor shall have the right to change or substitute such individual as deemed necessary provided that the Department is notified immediately.
- 2.11.7 The Contractor shall be able to process all Department transactions within eight hours of a disaster, at a hot site if needed. The Contractor shall back-up all Department transactions, reports, data, etc., and assure its availability in case of a disaster.
- 2.11.8 The Department encourages the Contractor to offer technological or other enhancements to the banking services described herein.

## **2.12 Payment Requirements:**

- 2.12.1 The Contractor agrees and understands that any payment due under the terms of the contract shall be made by the Department only after the successful completion of all requirements set forth in the contract and after approval and acceptance of the Contractor's performance, services, and supplies required by the terms of the contract.
- 2.12.2 Transaction Pricing Portion of Compensation: For services that are easily traceable to a particular account and can be easily monitored, the Contractor shall be compensated for the transactions listed on the Pricing Page in accordance with the firm, fixed prices stated on the Pricing Page.
  - a. The Contractor shall charge each account at the end of the month for its own transactions. The Contractor shall provide a monthly summary (account analysis) of transactions and charges for each account. These summaries shall detail the transactions and the make-up of the account's charges so that Department personnel can easily monitor account activities and charges.
    - 1) All Department accounts shall be subject to direct transaction charges.
  - b. The Contractor shall not pass through to the Department any increases in Federal Reserve or clearinghouse costs for Automated Clearing House (ACH) transfers and clearing of deposited items.

## **2.13 Meeting Requirements:**

- 2.13.1 Once the Contractor has fully implemented services, the Contractor shall meet with Department staff on an as needed basis.
- 2.13.2 At the request of the Department, the Contractor shall attend periodic Department staff meetings in Jefferson City, Missouri. Expenses incurred by the Contractor's personnel to attend such meetings shall be the responsibility of the Contractor.

**2.14 Implementation Requirements:**

2.14.1 The Contractor shall fully implement and begin full performance of the contract upon Notice of Award or on a date requested by the Department, whichever is later.

- a. The Department reserves the right to withhold transferring funds to the Contractor until all accounts and systems requested are fully implemented, as determined by the Department's Offender Finance Officer.

2.14.2 Implementation of services shall include, but shall not be limited to:

- Obtaining designated Department staff signatures;
- Setup for authorized Department staff for phone transfers, online access, automated clearing house (ACH) access, statement access, online reports; Check 21 and Positive Pay file testing and setup.
- Conduct any necessary training on any product offered within the vendor's bid response.

2.14.3 The vendor shall explain its implementation process on **EXHIBIT E**.

**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 vendor 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, 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". All Exhibits and Attachments 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 parts or supplies or a directive to proceed with services. Before providing parts, supplies, and/or services for the Department, the Contractor must receive a properly authorized purchase order or other form of authorization given to the Contractor at the discretion of the Department.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the Department prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- d. Expenditures for the contract awarded as a result of this IFB shall not exceed \$24,999.99.

3.1.2 **Contract Period** - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.

3.1.3 **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. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. 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.

#### 3.1.4 **Transition:**

- a. The Contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- b. Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department. If requested by the Department, the Contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
- 2) The Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) If requested in writing via formal contract amendment, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed seven (7) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

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 Department, including its divisions, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The Contractor also agrees to hold the Department, including its divisions, 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 Department, including its divisions, employees, and assignees.

3.1.6 **Insurance** - The Contractor shall understand and agree that the Department 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 if such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. The Contractor shall submit evidence of insurance coverage to the Department upon award of contract.

- a. In the event any insurance coverage is canceled, the Department must be notified at least thirty (30) calendar days prior to such cancellation.

3.1.7 **Subcontractors** - Any subcontracts for the products/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 it 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.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.8 **Substitution of Personnel** - The Contractor agrees and understands that the Department's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the Contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Department agrees that an approval of a substitution will not be unreasonably withheld.

3.1.9 **Authorized Personnel** - The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the Department. The Department may also withhold up to twenty-five percent (25%) of the total amount due to the Contractor.
- b. The Contractor shall agree to cooperate fully with any audit or investigation from federal, state, or local law enforcement agencies.
- c. If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**

- 2) Provide to the Department the documentation required in the **EXHIBIT H**, affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; **AND**
  - 3) Submit to the Department a completed, notarized **Affidavit of Work Authorization** provided in the **EXHIBIT H**.
- d. In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their **Affidavit of Work Authorization** annually. A valid **Affidavit of Work Authorization** is necessary to award any new contracts.
- 3.1.10 **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 an agency of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.11 **Coordination** - The Contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the Department or the Department's Purchasing Section throughout the effective period of the contract.
- 3.1.12 **Property of State** - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the Department. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.13 **Confidentiality** - The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- a. The Contractor shall maintain strict confidentiality of all client information or records supplied to it by the Department, or client information that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the client or client's parent or legal guardian unless such disclosure is required by law.
  - b. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees.
  - c. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individual Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 3.1.14 **Legal and Accounting Services** - The Department shall furnish all legal and accounting services as may be necessary to the Department to satisfy its contractual responsibilities. The Department shall not assume, nor shall it be liable for, legal or accounting as may be necessary for the Contractor to satisfy its contractual obligations. Without exception to the foregoing, the Department is not obligated to provide legal or accounting services to the Contractor in connection with any litigation or threatened litigation against the Contractor arising out of the Contractor's performance.
- 3.1.15 **Compliance with Terms and Conditions** - The vendor 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 vendor agrees that in the event of conflict between any of the vendor'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 vendor's bid non-responsive and may remove it from consideration for award.

- 3.1.16 **Contractor Equipment Use** - Title to any equipment required by the contract shall be held by and vested in the Contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the Contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the Contractor deems appropriate.

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

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

##### 4.1 Submission of Bids:

4.1.1 **On-line Bid** - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure it is providing all required pricing and information. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuyss.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.1.2 **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 it is providing all required pricing.

- a. **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.
- b. The vendor should include three (3) additional copies along with their original bid. The front cover of the original bid should be labeled "Original" and the front cover of the copies should be labeled "Copy". In case of a discrepancy between the original bid and the copies, the original bid shall govern.

4.1.3 **Confidential Materials:** Pursuant to section 610.021, RSMo, the vendor's bid and related documents shall not be available for public review until a contract has been awarded or all bids are rejected.

- a. The Department is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its bid, all material submitted by the vendor in conjunction with the IFB is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Department and withheld from any public request submitted to the Department after award. The vendor should presume information provided to the

Department in a bid will be public following the award of the contract or after rejection of all bids and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - Vendor's entire bid;
  - Vendor's pricing;
  - Vendor's proposed method of performance including schedule of events and/or deliverables;
  - Vendor's experience information including customer lists or references; and
  - Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the Department of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid and submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the Department of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a bid qualifying as confidential as determined by the Department as specified above, after a contract is executed or all bids are rejected, all bids are scanned into the Department's imaging system.
  - 1) The scanned information will be available for viewing through the Internet from the MissouriBUYS system website. Therefore, the vendor is advised not to include any information in the bid that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - 2) Also, in preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.

4.1.4 **Submission of Information** – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The vendor's

failure to submit information with the bid, including pricing, may cause an adverse impact on the evaluation of the bid.

- a. The bid should be page numbered.
- b. The signed page one from the original IFB and all signed addendums should be placed at the beginning of the bid.
- c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

4.1.5 **Contact** – All communication from vendors regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid end date.

4.1.6 **Compliance with Terms and Conditions** – The vendor 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 that conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor'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 vendor's bid non-responsive and remove it from consideration for award.

4.1.7 **Preprinted Marketing Materials** – The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses that have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.

4.1.8 **Bid Detail Requirements and Deviations** – It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor 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 a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the vendor with the highest total points.

Evaluation Criteria Scoring Category	Maximum Points
Cost of Services	60
Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance	40
<b>Total Points Possible</b>	<b>100</b>

4.2.2 After the initial screening process, a question and answer conference or interview may be conducted with the vendor if deemed necessary by the Department. In addition, the vendor may be asked to make an oral presentation of their bid during the conference or interview. Attendance cost at the conference or interview shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Department.



### 4.3 Evaluation of Cost:

- 4.3.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.
- 4.3.2 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the quantities provided on the Pricing Page and the prices stated on the Pricing Page for the original contract period.
- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{1} = \text{Assigned Cost Points}$$

- b. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

### 4.4 Evaluation of Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance:

- 4.4.1 Experience and reliability of the vendor and expertise of the vendor's personnel will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization, information documenting the vendor's experience in past performances related to the requirements of this IFB, and information documenting the qualifications of the personnel proposed by the vendor to perform the requirements of this IFB. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.
- a. Vendor Information - The vendor should provide information about the vendor's organization on **EXHIBIT A**.
- b. Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on **EXHIBIT B** or in a similar manner.
- 1) As part of the evaluation process, the Department may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.
  - 2) The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.
- 4.4.2 Personnel Expertise - The vendor should provide the information requested on **EXHIBIT C** for each key person proposed to provide the services required herein. The vendor may also submit resumes for such key personnel.
- a. The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.
- b. The vendor is cautioned to not submit any information that would be considered confidential (e.g. home addresses, personal phone numbers, social security numbers).

- c. If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- d. Licenses - The vendor should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.4.3 Method of Performance - Bids will be subjectively evaluated based on the vendor's plan for performing the requirements of the IFB. **EXHIBIT D** is provided for the vendor's use in providing information about the proposed method of performance.

4.4.4 Implementation Plan - The vendor should complete **EXHIBIT E**, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the day the Department provides authorization to the Contractor to proceed with contract services to the day services are fully operational. The vendor should present the information as calendar days rather than actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the vendor is already providing the services, the vendor should provide a statement of readiness.

#### **4.5 Miscellaneous Submittal Information:**

4.5.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the bid.
  - 4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.
- b. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent

(2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment – The vendor must complete **EXHIBIT F, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT G, Documentation of Intent to Participate** or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete **EXHIBIT G** or provide a letter of intent.

- c. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- d. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhaphointe.org>
- e. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT F shall be interpreted as a contractual requirement**.

#### Service-Disabled Veteran Business Enterprises (SDVEs)

- 4.5.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.
  - a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the bid:
  - Participation Commitment - The vendor must complete **EXHIBIT F** by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the bid is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT G** or must provide a letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - Service-Disabled Veteran (SDV) Documents – If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the Department or to the Office of Administration, Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents.
    - ✓ 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.

NOTE:

- a) If the vendor submitting the bid is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete **EXHIBIT G** or provide a letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to prove the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on **EXHIBIT F** shall be interpreted as a contractual requirement.
- c. Definition – Qualified SDVE:
  - 1) SDVE is 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;

- 2) SDVE has 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;
- 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4) SDVE has 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
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.5.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **EXHIBIT H**. The applicable portions of **EXHIBIT H** must be submitted prior to an award of a contract.

4.5.4 The vendor should complete and submit **EXHIBIT I, Miscellaneous Information**.

4.5.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

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

## 5. PRICING PAGE

- 5.1 Banking Services** – The vendor shall provide a firm fixed price for each of the following line items for providing the services required herein in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices. (*UNSPSC Code: 84120000*)

Line Item	Transaction Pricing	Unit of Measure	Estimated Annual Volume	Unit Price
1	Credits	Per Ledger Entry	32,110	\$_____
2	Deposited Items (not encoded)	Per Item	75,444	\$_____
3	Debits (checks)	Per Ledger Entry	32,040	\$_____
4	Returned Checks, after final presentment	Per Draft	39	\$_____
5	Stop Payment Transaction	Per Transaction	125	\$_____
6	Banking on-line Transaction Transfers	Per Transfer	90	\$_____
7	Represented Check Entry (RCK)	Per ACH Presented	36	\$_____
8	Copy/Imaged Checks (front and back as requested)	Per CD-ROM	12	\$_____
9	Two-Signature Verification	Per Verification	1,381	\$_____

**PRICING PAGE continued on next page**

**5. PRICING PAGE****5.1** Continued:

<b>Line Item</b>	<b>Depository Collection System</b>	<b>Unit of Measure</b>	<b>Estimated Annual Volume</b>	<b>Unit Price</b>
10	Account Maintenance Fee (Electronic Statements, Online Banking)	Per Month	12	\$_____
11	Deposit Fee	Per Deposit	903	\$_____
12	ACH Debit Fee	Per ACH Debit	992	\$_____
13	Check Item Fee	Per Check	80,285	\$_____

**5.2 Availability of Deposits** – The vendor may quote a better availability than one (1) day.

Vendor must indicate the availability to be provided if better than one (1) day: \_\_\_\_\_ days.

**END OF SECTION 5: PRICING PAGE**

**EXHIBIT A****VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:
--

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- c. Provide a list and a short summary of information regarding the vendor's current contracts/clients, particularly contracts providing banking services and contracts with other State of Missouri governmental entities and other States for the provision of banking services.

Contract/Client	Dates	Brief Description

List, identify, and provide reasons for each contract/client gained and lost in the past two years.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

**END OF EXHIBIT A**



**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone Number ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**END OF EXHIBIT B**

**EXHIBIT C****EXPERTISE OF PERSONNEL**

Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided. The vendor is cautioned to not submit any information that would be considered confidential (e.g. home addresses, personal phone numbers, social security numbers).

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

**END OF EXHIBIT C**

**EXHIBIT D****METHOD OF PERFORMANCE**

The vendor should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. Pickup and Transportation of Funds:

- a. State the location of the facility that will serve as the primary depository.
- b. Describe how courier services will be provided by the vendor for the purpose of making daily physical deposit pickups.
- c. Describe how the vendor will guarantee the safety of funds in transit.

2. Deposit Discrepancies/Return Items:

- a. Describe the deposit error correction notification process and information provided to the Department to assist in identifying discrepancies. Please include a sample notice and documentation.
- b. Describe the return check process and information provided to the Department. If the process differs between physical and imaged deposits, provide an explanation on each.
- c. Does the vendor have a represented check entry (RCK) program in operation? If so, when was it implemented?
- d. Describe any requirements or procedures the vendor recommends the Department follow in participating in the RCK program.

3. Remote Deposit:

- a. Describe the vendor's remote deposit service, including the following:
  - A limit on the number of checks that can be submitted in a single deposit.
  - The ability to adjust data using recognition technology (MICR, OCR, ICR) that was not captured correctly by the scanner. If there is not the ability to adjust data using recognition technology, explain if the service allows the addition, deletion, and rescanning of checks during both the correction and balancing functions.
  - Open user defined fields for transaction information, including how many and what limitations are on the fields, the fields varying by scanning location, possibility to export data captured for an image, including user defined fields, and if user defined fields available at the item level or file level.
  - The ability to electronically print the Department's endorsement on checks, including if the endorsement can be customized.
  - The deadline for transmission of the remote deposit file(s).

**EXHIBIT D** continued on next page

**EXHIBIT D (continued)**

- How the Department will receive an acknowledgement that the vendor has successfully received the file.
- b. Illustrate, including screen shots and sample reports, how the Department will prepare its deposit using remote deposit. The vendor should include an example of the deposit ticket with the location code or user defined fields.
- c. Describe how exceptions are handled for remote deposits.
- d. Describe how will duplicate items, batches/deposits or transmissions will be detected and handled, including the following information:
  - How are duplicates identified and what procedures are followed when discovered;
  - If the remote deposit system detect duplicates from multiple scanners (i.e. two scanners in one office);
  - If the transmission is interrupted for any reason, can a transmission be resent; and
  - The safeguards that are in place to prevent duplicate items.
- e. Provide sample reports recommended by the vendor.
- f. Describe the image capture, storage, and retrieval process, including the following information:
  - The process used for ensuring high quality check images;
  - If the service captures the image of the front and back of the check;
  - The process for handling an image that the vendor believes to be substandard after the Department has already successfully processed the deposit, including relevant timing; and
  - How does the service store images (i.e. separate database, files within the remote deposit application)?
- g. Describe the hardware and software requirements to use the vendor's service, including if there are any special settings or requirements for connecting to and accessing the provided scanners.
  - Describe in detail the scanner options including model, speed, volumes, size and specification sheet, if available.
  - What periodic maintenance and/or supplies are needed for the ongoing operation of the scanner? Is the Department responsible for these supplies and periodic maintenance?
  - Describe the process and expected timeframe to repair or replace malfunctioning equipment.
- h. Describe security procedures to establish users and accessing the system.
- i. Describe the proposed implementation plan to install and train responsible parties. Provide sample documentation of training material (i.e. screen shots, training manuals).
- j. Provide a proposed implementation plan of a remote deposit solution.

**EXHIBIT D continued on next page**

**EXHIBIT D (continued)**4. **Online Access:**

- a. Describe the process for the Department to access and navigate through the vendor's online system.
- b. Describe the process to preform transfers between accounts and the security features of the system and provide screen prints of the process and samples of any available reports.
- c. Describe the process to initiate ACH debits/credits and the security features of the system, including the following information:
  - Screen prints of the process and samples of any available reports;
  - Deadlines that would apply to initiating ACH transactions; and
  - Type of confirmation will be provided by the vendor.
- d. Describe the process for the Department to research deposit items, corrections, returned items, etc.
- e. Describe if the Department will have access to images of deposited items, returns, and/or adjustments, including the following information:
  - The hardware or software requirements necessary to access, view, and/or print the images; and
  - How long the images are available for viewing online.

5. **Reporting Requirements:**

- a. For online access (via the Internet) to daily bank statements and other reports, indicate the length of time such information will be available to the Department in this environment. If any information is to be provided via other means, indicate the type of environment, how the Department will access, and the length of time the information is available.
- b. Can reports be exported or downloaded, and if so, into what format?
- c. Provide examples of reports that will be provided and how the report will be accessed online if applicable.

## 6. Describe any enhancements or innovations to the systems that may interest the Department.

7. **Organizational Chart** - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.

- The organizational chart should include the following information:
  - ✓ The relationship of service personnel to management and support personnel;
  - ✓ The names of the personnel and the working titles of each; and
  - ✓ Any proposed subcontractors including management, supervisory, and other key personnel.
- The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.
- It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outlining the team proposed for this project.

**EXHIBIT D continued on next page**

**EXHIBIT D** (continued)

8. Along with a detailed organizational chart, the vendor should describe the following:
- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance; and
  - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.

**END OF EXHIBIT D**

**EXHIBIT E**

## IMPLEMENTATION PLAN

Implementation Plan - The vendor should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. If no tasks or events are required, the vendor should provide a statement of readiness. For each task/event identified, the vendor should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

- **Completion Day** should be specified as a certain number of days from the day the Department authorizes the Contractor to proceed with contract services until completion of the specific task and should be expressed as calendar days, not specific dates.
- **Assigned Personnel** should be identified by name rather than project title unless such personnel are yet to be hired.
- **Workhours** should indicate the time each assigned person will spend on the specific task.

[illegible]

**END OF EXHIBIT E**

**EXHIBIT F****PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.</li> <li>The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.</li> <li>The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed:  IFB Paragraph References:
2.	%	Product/Service(s) proposed:  IFB Paragraph References:
<b>Total Blind/Sheltered Workshop Percentage:</b>	%	

**EXHIBIT F** continued on next page



**EXHIBIT F** (continued)

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b>  <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
2.	%	Product/Service(s) proposed: ----- <b>IFB Paragraph References:</b>
<b>Total SDVE Percentage:</b>	<b>%</b>	

**END OF EXHIBIT F**

**EXHIBIT G****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the vendor's bid.

~ Copy This Form for Each Organization Proposed ~

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

Organization for the Blind	Sheltered Workshop	SDVE
_____	_____	_____

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: \_\_\_\_\_

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

Address (If SDVE, provide  
MO Address): \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

SDVE's Website  
Address: \_\_\_\_\_

Certification (or attach copy of certification)  
Expiration  
Date: \_\_\_\_\_

Service-Disabled  
Veteran's (SDV) Name: \_\_\_\_\_

SDV's  
Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(Organization for the Blind, Sheltered Workshop, or SDVE)*

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

**EXHIBIT G continued on next page**

**EXHIBIT G (continued)****DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran's (SDV) documents were previously submitted within the past three (3) years to the Department or to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents:

- ✓ 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.

(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.)

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

- ☐ No, I have not previously submitted the SDV documents specified above to the Department or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Department.
- ☐ 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 Division of Purchasing's SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Division of 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 Division of Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

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

\_\_\_\_\_  
Date

**END OF EXHIBIT G**

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

**BUSINESS ENTITY CERTIFICATION:**

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

- |               |   |
|---------------|---|
| <b>BOX A:</b> | To be completed by a non-business entity as defined below.  |
| <b>BOX B:</b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a> . |
| <b>BOX C:</b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.  |

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

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

\_\_\_\_\_  
 Authorized Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date

**EXHIBIT H** continued on next page

**EXHIBIT H** (continued)

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- ☐ - Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

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

**EXHIBIT H** continued on next page

**EXHIBIT H** (continued)**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____ <i>Authorized Representative's Signature</i>	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
 commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
 \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____ <i>Signature of Notary</i>	_____ Date
-------------------------------------	---------------

**EXHIBIT H** continued on next page

**EXHIBIT H** (continued)

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

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

\_\_\_\_\_  
Date

**END OF EXHIBIT H**

**EXHIBIT I****MISCELLANEOUS INFORMATION**

**Outside United States:** If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf</a> )	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. _____ Unique good or service.</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>Identify foreign country: _____</li> </ul> <p>3. _____ Economic cost factor exists</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p>4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</li> <li>Specify what contract work would be performed outside the United States: _____</li> </ul>		

**Employee/Conflict of Interest:**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

**EXHIBIT I** continued on next page



**EXHIBIT I** (continued)

**Registration of Business Name (if applicable) with the Missouri Secretary of State:** The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Charter Number (if applicable)	Company Name
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

**Proposed Subcontractors** - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name, Address, Phone Number and Email Address	Service Proposed to be Provided by the Proposed Subcontractor

END OF **EXHIBIT I**

**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 that 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. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms that are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential vendors 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.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the vendor 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 vendor with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.
- r. **Vendor** 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.

**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 vendor'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 vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the vendor 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 vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors 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. Vendors 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 vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors that 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 vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor 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 vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors 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. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor'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 vendor may offer any brand that 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 vendor 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 vendor 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 vendor may submit a bid that contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB that 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 vendor 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 vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuyss.mo.gov/>. All bids must be submitted by a duly authorized representative of the vendor's organization, contain all information required by the IFB, and be priced as required. Vendors 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 vendor 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 that has been delivered to the Department may be modified by a signed, written notice that 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 vendor 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 vendor may be retracted on-line prior to the official end date and time. A bid that 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 that 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 vendor or its authorized representative provided proper identification be 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 vendor. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors 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 vendor of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor'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 vendors 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 that 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 vendor 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 vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor 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 vendor(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 vendor, 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 vendors 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 vendors 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 vendor, from a vendor'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 vendor. 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. Vendors 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 vendor's response in order to verify the intent of the vendor. The vendor 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 vendor 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 by reason of 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 that 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 that 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 that can be given effect without the invalid provisions or application, and to this end, the provisions of this contract are declared 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 that 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 vendor'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  
Locations****ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd.  
Jefferson City, MO 65101

**BOONVILLE CORRECTIONAL CENTER**

1216 East Morgan Street  
Boonville, MO 65233

**CHILLICOTHE CORRECTIONAL CENTER**

3151 Litton Road  
Chillicothe, MO 64601

**CREMER THERAPEUTIC CENTER**

689 Route O  
Fulton, MO 65251

**EASTERN RECEPTION & DIAGNOSTIC CENTER**

2727 Highway K  
Bonne Terre, MO 63628

**FARMINGTON CORRECTIONAL CENTER**

1012 W. Columbia  
Farmington, MO 63640

**FULTON RECEPTION & DIAGNOSTIC CENTER**

1393 Highway O  
Fulton, MO 65251

**JEFFERSON CITY CORRECTIONAL CENTER**

8416 No More Victims Road  
Jefferson City, MO 65101

**MOBERLY CORRECTIONAL CENTER**

5201 South Morley  
Moberly, MO 65270

**MISSOURI EASTERN CORRECTIONAL CENTER**

18701 Old Highway 66  
Pacific, MO 63069

**MARYVILLE TREATMENT CENTER**

30227 US Highway 136  
Maryville, MO 64468

**NORTHEAST CORRECTIONAL CENTER**

13698 Airport Road  
Bowling Green, MO 63334

**OZARK CORRECTIONAL CENTER**

929 Honor Camp Lane  
Fordland, MO 65652

**POTOSI CORRECTIONAL CENTER**

11593 State Highway O  
Mineral Point, MO 63660

**SOUTH CENTRAL CORRECTIONAL CENTER**

255 W. Highway 32  
Licking, MO 65542

**SOUTHEAST CORRECTIONAL CENTER**

300 E. Pedro Simmons Drive  
Charleston, MO 63834

**TIPTON CORRECTIONAL CENTER**

619 N. Osage Avenue  
Tipton, MO 65081

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

1011 E. Highway 54,  
Vandalia, MO 63382

**WESTERN MISSOURI CORRECTIONAL  
CENTER**

609 E. Pence Road, Cameron, MO 64429

**WESTERN RECEPTION & DIAGNOSTIC  
CORRECTIONAL CENTER**

3401 Faraon Street, St. Joseph, MO 64506

**KANSAS CITY RE-ENTRY CENTER**

651 Mulberry Street  
Kansas City, MO 64106

**Attachment 1 continued**

**Farmington Community Supervision Center**  
1430 Doubet Road  
Farmington, MO 63640

**Kennett Community Supervision Center**  
1401 Laurie Drive  
Kennett, MO 63857

**Fulton Community Supervision Center**  
1397 State Route O  
Fulton, MO 65251

**Poplar Bluff Community Supervision Center**  
1414 Black River Industrial Park Drive  
Poplar Bluff, MO 63901

**Hannibal Community Supervision Center**  
2002 Warren Barrett Drive  
Hannibal, MO 63401

**St. Joseph Community Supervision Center**  
3305 Faraon Street  
St. Joseph, MO 64503

**Transition Center of St. Louis**  
1621 North First  
St. Louis, MO 63102

**END OF ATTACHMENT 1**

## Attachment 2

## 2018 Summarized Bank Data for Inmate Account Fund

MONTH	BEGINNING BALANCE	DEPOSITS	CHECK PAID	ENDING BALANCE *
January	\$5,080,804.23	\$4,562,574.22	\$4,194,938.96	\$5,327,993.16
February	\$5,327,993.16	\$3,889,659.67	\$3,463,961.93	\$5,633,690.90
March	\$5,633,690.90	\$4,624,841.90	\$4,292,848.21	\$5,804,698.85
April	\$5,804,698.85	\$3,802,922.29	\$3,740,969.97	\$5,726,641.17
May	\$5,726,641.17	\$4,341,137.02	\$3,976,038.45	\$5,931,528.37
June	\$5,931,528.37	\$3,699,654.02	\$3,403,830.49	\$6,066,914.67
July	\$6,066,914.67	\$3,545,545.05	\$954,297.78	\$8,476,683.79
August	\$8,476,683.79	\$4,501,799.95	\$660,783.14	\$6,361,385.51
September	\$6,361,385.51	\$3,424,319.26	\$3,516,477.55	\$6,087,677.14
October	\$6,087,677.14	\$3,747,769.96	\$3,876,906.90	\$5,797,587.44
November	\$5,797,587.44	\$3,908,249.70	\$3,436,222.44	\$6,065,589.72
December	\$6,065,589.72	\$4,256,300.98	\$3,710,228.03	\$6,451,590.34

\*ENDING BALANCE PER BANK STATEMENT

END OF ATTACHMENT 2

## Attachment 3

## 2018 Summarized Bank Data for Release Fund

MONTH	BEGINNING BALANCE	TRANSFERS (Deposits)	EXPENDITURES	ENDING BALANCE
January	\$26,670.84	\$121,215.71	\$134,876.93	\$13,009.62
February	\$13,009.62	\$121,791.98	\$120,389.08	\$14,412.52
March	\$14,412.52	\$142,152.67	\$149,914.05	\$6,651.14
April	\$6,651.14	\$142,044.81	\$127,559.28	\$21,136.67
May	\$21,136.67	\$162,087.89	\$168,575.19	\$14,649.37
June	\$14,649.37	\$161,791.59	\$153,060.10	\$23,380.86
July	\$23,380.86	\$182,935.69	\$174,789.02	\$31,527.53
August	\$31,527.53	\$1,174,944.44	\$1,184,431.75	\$22,040.22
September	\$22,040.22	\$183,053.07	\$181,690.50	\$23,402.79
October	\$23,402.79	\$163,291.62	\$176,573.02	\$10,121.39
November	\$10,121.39	\$202,626.07	\$165,093.35	\$47,654.11
December	\$47,654.11	\$163,096.62	\$188,807.65	\$21,943.08

END OF ATTACHMENT 3

**Attachment 4****Format for Cleared Check Text File**

<b>FIELD NAME</b>	<b>FIELD TYPE</b>	<b>STARTING POSITION</b>	<b>LENGTH</b>	<b>FORMAT VALUE</b>
Detail ID	Numeric	1	7	9999999
Date	Date	8	8	DDMMYYYY
Check Amount	Numeric	16	11	\$\$\$\$\$\$\$\$CC

**END OF ATTACHMENT 4**

## Attachment 5

## Summary of 2018 Activity

ACTIVITY	ANNUAL TOTAL	AVG/MO
Account Maintenance (Electronic Statements)	12	1
Deposits & Other Credits	903	75
Checks and Other Debits	33,133	2,761
Items Deposited	80,285	6,690
Return of Deposited Items	39	3
Online Banking	12	1
Online Stop-Payments	125	10
Deposit Assessment Per 1,000	90,787	7,566
Re-clears	3	0
Image Statement Fee	12	1
Two-Signature Verification	1,381	115
Positive Pay Items	32,110	2,676
Check Imaging CD-Rom	12	1

END OF ATTACHMENT 5