

# INVITATION FOR BID

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

Modified via Amendment 003

Bids Must be Received No Later Than:

**2:00 p.m., November 15, 2013**

For information pertaining to the IFB contact:

Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526 – 6611  
Fax: (573)522-1562  
E-mail: Lisa.Meyer@doc.mo.gov

# IFB 13708389 Amendment 003

for  
**Offender Legal Library**  
(All Correctional Centers, Statewide)

Contract Period: Date of award through 1 year

Date of Issue: November 12, 2013

Page 1 of 70

Services procured for

Missouri Department of Corrections  
Division of Offender Rehabilitative Services  
(Education)

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

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

Name: \_\_\_\_\_  
Business Name as filed with the IRS: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State Vendor Number: \_\_\_\_\_ Federal Taxpayer ID Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

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

## NOTICE OF AWARD:

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

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

Director, Division of Rehabilitative Services  
Missouri Department of Corrections

Date \_\_\_\_\_

**Amendment #003 for IFB 13708389**

**Title:** Offender Legal Library (All Correctional Centers, Statewide)

**Contract Period:** Date of award through 1 year

IFB 13708389 is hereby amended as follows:

1. Bid must be received no later than **2:00 p.m., November 15, 2013.**

# INVITATION FOR BID

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

Modified via Amendment 002  
Bids Must be Received No Later Than:

**2:00 p.m., November 14, 2013**

For information pertaining to the IFB contact:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526 – 6611  
Fax: (573)522-1562  
E-mail: Lisa.Meyer@doc.mo.gov

# IFB 13708389 Amendment 002

for  
**Offender Legal Library**  
(All Correctional Centers, Statewide)

Contract Period: Date of award through 1 year  
Date of Issue: October 22, 2013  
Page 1 of 68

Services procured for

Missouri Department of Corrections  
Division of Offender Rehabilitative Services  
(Education)

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

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

Name: \_\_\_\_\_  
Business Name as filed with the IRS: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State Vendor Number: \_\_\_\_\_ Federal Taxpayer ID Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

## NOTICE OF AWARD:

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

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

Director, Division of Rehabilitative Services  
Missouri Department of Corrections

Date \_\_\_\_\_

**Amendment #002 for IFB 13708389**

**Title:** Offender Legal Library (All Correctional Centers, Statewide)

**Contract Period:** Date of award through 1 year

IFB 13708389 is hereby amended as follows:

2. Bid must be received no later than **2:00 p.m., November 14, 2013.**

# INVITATION FOR BID

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

Bids Must be Received No Later Than:

**2:00 p.m., October 30, 2013**

For information pertaining to the IFB contact:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526 – 6611  
Fax: (573)522-1562  
E-mail: Lisa.Meyer@doc.mo.gov

# IFB 13708389 Amendment 001

for  
**Offender Legal Library**  
(All Correctional Centers, Statewide)

Contract Period: Date of award through 1 year  
Date of Issue: October 16, 2013  
Page 1 of 66

Services procured for

Missouri Department of Corrections  
Division of Offender Rehabilitative Services  
(Education)

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

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

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Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State Vendor Number: \_\_\_\_\_ Federal Taxpayer ID Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

## NOTICE OF AWARD:

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

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

Director, Division of Rehabilitative Services  
Missouri Department of Corrections

Date \_\_\_\_\_

**Amendment #001 for IFB 13708389**

**Title:**                    **Offender Legal Library (All Correctional Centers, Statewide)**

**Contract Period:**      **Date of award through 1 year**

IFB 13708389 is hereby amended as follows:

- 1.      The following paragraphs are modified via Amendment 001:

2.4.4	2.7.6b
2.5.1c	2.7.7
2.6.6b	2.7.9
2.7.2	2.7.11
2.7.3	2.7.12
2.7.5	2.7.16
2.7.6	3.8.3
2.7.6a	3.8.4

- 2.      The following Exhibits are modified via Amendment 001:

Exhibit C
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# INVITATION FOR BID

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

Bids Must be Received No Later Than:

**2:00 p.m., October 30, 2013**

For information pertaining to the IFB contact:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526 – 6611  
Fax: (573)522-1562  
E-mail: Lisa.Meyer@doc.mo.gov

# IFB 13708389

for  
**Offender Legal Library**  
(All Correctional Centers, Statewide)

Contract Period: Date of award through 1 year  
Date of Issue: September 20, 2013  
Page 1 of 65

Services procured for

Missouri Department of Corrections  
Division of Offender Rehabilitative Services  
(Education)

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

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

Name: \_\_\_\_\_  
Business Name as filed with the IRS: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State Vendor Number: \_\_\_\_\_ Federal Taxpayer ID Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

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

## NOTICE OF AWARD:

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

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

Director, Division of Rehabilitative Services  
Missouri Department of Corrections

Date \_\_\_\_\_

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**PART I**  
**INTRODUCTION AND GENERAL INFORMATION**

**1.1 Introduction**

1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations ("Contractor") to provide legal library resources for offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections ("department").

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB) has been divided into the following parts for the convenience of the bidder:

- Introduction and General Information
- Contractual Requirements
- Bid Submission Information
- Pricing Page (s)
- Exhibits
- Attachments 1- 3
- Terms and Conditions

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

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

1.1.4 Any bidder desiring to appeal a decision related directly to the award of a contract must do so within ten (10) working days from the date of formal contract award, evidenced by the Notice of Award. A specific format for submission of an appeal is not required. However, concerns must be submitted in a manner that clearly sets forth the issue(s), referencing applicable sections of the IFB together with an opinion of what a recommended remedy should include.

**1.2 Questions related to the IFB:**

1.2.1 Questions relating to the IFB must be directed to the Purchasing Section via facsimile 573-522-1562 or via e-mail to [Lisa.Meyer@doc.mo.gov](mailto:Lisa.Meyer@doc.mo.gov).

- a. Any questions must be submitted in writing to the Purchasing Section and should be received at least 10 days prior to the official bid closing date. Bidders are advised that any questions received less than ten calendar days prior to the IFB closing date may not be answered.
- b. Bidders are advised that when communicating with the Purchasing Section, it is the responsibility of the bidder to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile number and electronic mailing address. The Department shall not be responsible for any non-deliverable response to an individual inquiry, and is under no obligation to solicit the bidder regarding such information once submitted unless otherwise advised.

1.2.2 The bidder and the bidder's agents (including subcontractors, sub subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Prior to the due date for receipt of responses, those questions which necessitate a change to the IFB will be addressed via an



amendment to the IFB. Written records of the questions and answers will not be maintained.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-522-1562.
- b. The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

1.2.3 Bidders may not contact any other employee of the Department concerning this procurement during the competitive bid and evaluation process. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

### **1.3 Pre-Bid Conference**

1.3.1 A pre-bid conference regarding this Invitation for Bid (IFB) will be held on Wednesday, October 9, beginning at 8:30 a.m. in the DORS Conference Room located at the Department of Corrections, 2729 Plaza Dr., Jefferson City, MO.

1.3.2 The IFB will be used as the agenda for the pre-bid conference.

1.3.3 Pre-Bid Conference IFB Questions: All potential bidders are encouraged to participate in the Pre-Bid Conference as it will be used as the forum for questions, communications and discussions regarding the IFB. The bidder should become familiar with the IFB and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the IFB.

1.3.4 Prior Communication – Prior to the Pre-Bid Conference, the bidder may submit written communications and/or questions regarding the IFB to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.

During the Pre-Bid Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the IFB but it shall be the sole responsibility of the bidder to orally address any issues previously presented to the buyer by the bidder that the buyer of record may have failed to address.

1.3.5 Amendment to the IFB - Any changes needed to the IFB as a result of discussions from the Pre-Bid Conference or questions received thereafter will be accomplished as an amendment to the IFB. Formal minutes of the conference will not be maintained.

### **1.4 Background Information:**

1.4.1 All products and services that are purchased as a result of this IFB shall be paid for from the Inmate Canteen Fund pursuant to section 217.195 of the Revised Statutes of Missouri (RSMo).

1.4.2 The Department currently provides library services in each of Missouri's adult correctional facilities to an estimated 30,000 offenders. Attachment 1 provides the location, capacity and custody level of each facility in addition to the hours of library operation and the estimated number of workstations needed at each facility.

1.4.3 Each facility has secure units where offenders do not have open access to the library. However, by policy, offenders have the right to obtain access to the courts. Information and materials placed in these units must meet higher security restraints. These units include, but are not necessarily limited to, reception and diagnostic units, temporary

administrative segregation units, protective custody units, social rehabilitation units, transitional care units, treatment units and youthful offender units.

- 1.4.4 Each institution currently houses a 3-foot wide by 3-foot high by 2-foot deep server in a designated room that is shared, or may be shared, with other required hardware utilized by the facility. The Department will not allow mounting to desks, walls, shelves, etc.
- 1.4.5 At a minimum, each facility performs a monthly test of the institutional electrical system to ensure that power generators would work during a crisis. During this test all electrical systems are taken down and restarted. The library is not considered an essential function during a crisis and is therefore not on a generator. The library is not always notified as to when the test will occur.
- 1.4.6 Each library carries the same legal library resources.
- 1.4.7 Currently, data provided by the Department is in the following file layout:

Field	Field Description	Field Type/ Length
G0\$DOC	DOC ID	S8
G0\$OLA	Offender Assigned Place	A8
G0\$ALN	Offender Last Name	A18
G0\$AFN	Offender First Name	A12
G0\$AMI	Offender Middle Name	A12
G0\$AGS	Offender Generation/Suffix	A3

- 1.4.8 Security is a priority to the Department; therefore, the Department allows access by the offenders specifically to the legal library system and does not allow access to the Department Local Area Network (LAN).
- 1.4.9 Providing legal library services to offenders helps the Department to satisfy offender rights to have access to the courts. Additionally, to deter grievances and potential legal liability, each institution must have similar products and software.
- 1.4.10 Interfaces should be understandable by a person at a 6<sup>th</sup> – 8<sup>th</sup> grade reading level.
- 1.4.11 An Invitation for Bid 11708193 was issued in 2011 requesting services as identified in this IFB. West, a Thomson Reuters business is the current provider of services for this contract. A copy of the contract OF11708193 and any amendments can be viewed and printed from the Department's website located on the Internet at: [http://doc.mo.gov/DHS/Professional\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/Professional_Services_Awarded.php)
- 1.4.12 Section 191.863, RSMo, requires State agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provides direction for complying with section 191.863, RSMo.
- 1.4.13 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 Invitation for Bid.

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**PART TWO  
SCOPE OF WORK**

**2.1 GENERAL CONTRACTUAL REQUIREMENTS**

- 2.1.1 The contractor shall provide a standardized electronic legal research system in accordance with the provisions and requirements set forth by the Department.
- 2.1.2 The system shall be installed in all Department correctional centers' libraries. Attachment 1 provides a listing of locations and anticipated workstations at each location.
- 2.1.3 The contractor shall coordinate all contract matters with the Department Library Services Coordinator, located in the Jefferson City Central Office.
- a. The contractor shall not accept orders or direction from any correctional center librarian without prior approval from the Library Services Coordinator.
- b. Within 48 hours of contract award, the contractor shall provide the Library Services Coordinator with a list of contact personnel and contact information specific to all areas of the contract (i.e. technical support for hardware, technical support for content, financial/billing problems, etc.).
- 2.1.4 The contractor must observe specific times that entry into the correctional center and the library can be accessed based on security procedures. The contractor shall coordinate onsite installation and service times with the Library Services Coordinator. Attempting to enter the correctional center unannounced or arriving during a time that has not been approved by the Department will cause the entry to be delayed or refused. Any additional cost incurred because of this shall be the responsibility of the contractor.
- a. Installations and service calls must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at: <http://content.oe.mo.gov/personnel/state-employees/employee-benefits/state-holidays>
- b. **Installations, service calls, system maintenance, "fixes" or updates must be coordinated with the Library Services Coordinator and shall not be made during hours when offenders are in the library (Attachment #3). All sites do not have offenders from 8:30 p.m. to 7:00 a.m. CST, unless prior written approval from the Department has been received.**
- 2.1.4.1 The Department makes no specific guarantee as to the minimum or maximum amount of materials or services that may be purchased. However, the Department estimates twenty (20) basic configurations consisting of two (2) offender units and one (1) librarian unit will be needed. Additional offender workstations will be defined based on the needs of each correctional center; the Department estimates the implementation of a total of one-hundred fifty-eight (158) total will be needed. (See Attachment 1).
- 2.1.5 The contractor shall be responsible for furnishing all material, labor, equipment and supplies necessary to perform the services required except as specified below.
- a. The Department shall provide all necessary institutional utilities and furniture.
- b. The Department shall provide all network cabling and wiring for the PCs and printers.
- c. The Department shall not provide private telephone/data lines, fax lines or fax equipment. In the event the contractor requires private telephone/data lines or fax lines, the contractor must provide substantial justification in addition to payment for

installation and line maintenance. Approval or rejection of the request shall be at the sole discretion of the Department.

- d. The contractor shall understand and agree that all cabling/ wiring shall be category 5E or better.
  - e. Internet speed must be a minimum of DSL.
  - f. The contractor shall understand and agree that no alterations to any Department property shall be allowed.
- 2.1.6 The contractor shall maintain ownership of all equipment that is provided to the Department for service delivery. The Department shall retain ownership of all printed materials and cabling/wiring.
- 2.1.7 The Department shall provide for the security of the contractor's staff and equipment while in the Department facility. The level of security provided shall be consistent with and according to the same standards of security afforded to Department personnel and equipment.
- 2.1.8 The contractor shall be responsible for the upkeep of the electronic legal research system which includes all material, labor, equipment and supplies necessary to operate the legal library system to ensure it is kept in good working order. The Department shall not be responsible for any expenses i.e. service calls for keeping the electronic legal research system up-to-date.
- 2.1.9 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, equipment and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard 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 foregoing provision in all subcontracts awarded.
- 2.1.10 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

## 2.2 DEFINITIONS

- 2.2.1 For the purposes of this contract the following definitions shall apply:
- a. **Administrative Access** - A level of access that allows designated Department staff the ability to provide oversight and functions as required by the specifications of the contract.
  - b. **Administrator** – Any librarian designated to provide Department oversight to the contractor's legal library system by the Library Services Coordinator.
  - c. **ADA accessible** – To be ADA accessible the contractor's system shall include, at a minimum, magnification and voice text capabilities.
  - d. **Backup Operator**– Any other person assigned to the library in the librarian's absence that has printing access only.
  - e. **Down time** – Anytime the system, any component of the system or the legal research program cannot be accessed or utilized.
  - f. **Library Services Coordinator** – The designated Department staff person that provides oversight to all Department librarians and the offender legal library system. The Library Services Coordinator shall be the Department's point of contact for the contractor.
  - g. **Power/circuit outlet** – Standard 110 outlet.
  - h. **Resolution** – Completion of an update or repair that allows the hardware to be used and the software/services as required by the IFB to be utilized.

- i. **Workstation** – Shall minimally include a monitor, mouse, keyboard and PC or terminal.

## 2.3 MATERIALS REQUIREMENTS

- 2.3.1 Legal research materials shall be provided in electronic format. If requested, the Department may agree to specific material being provided in hard copy.
- 2.3.2 Access to all on-line contents must be direct i.e. the user must be able to click on a title to open related information; the user must be able to highlight and click on any of the titles listed on the table of contents to open detailed data.
- 2.3.3 The contractor shall provide updates to all research materials at regular intervals, as new updates are available.
- 2.3.4 The research materials identified on Attachment 2 must be provided to all locations. The contractor must provide the materials directly to each location. The contractor shall not deliver materials to a centralized Department location with the expectation that the Department will distribute any materials to the facilities or libraries.
- a. In addition to the materials identified on Attachment 2, the contractor shall provide a case validation method (i.e. Shepard's).
- b. The contractor may elect to present alternative material that is considered equivalent to those identified in Attachment 2; however, if the alternative material is not acceptable to the Department, the contractor must supply the material as indicated in Attachment 2.
- c. The contractor may provide additional material to that listed in Attachment 2 with the prior written approval of the Department.
- d. All materials must be provided in English.
- e. Any materials not approved by the Department shall not be accessible, in any way, by offenders.
- 2.3.5 Supporting materials (training manuals, user guides, etc.) shall be provided in print form in addition to electronic form no later than the date of installation at the correctional center.
- 2.3.6 All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; <http://www.itic.org/index.php?submenu=Resources&src=gendocs&ref=vpat&category=re-sources>) or other comparable document.

## 2.4 EQUIPMENT/TECHNICAL REQUIREMENTS

- 2.4.1 The contractor must provide all hardware and software necessary for the system to function; including, but not limited to:
- Workstations (minimally a monitor, mouse, keyboard and PC or terminal)
  - Printers (any equipment, supplies or material required for printing, excluding paper)
  - Servers
  - Surge protector (line conditioners, power regulators)
  - Uninterruptible power supply
  - Network and other communication devices (such as switches, hubs, modems, service provider access, etc. except telephones)

- 2.4.2 The contractor's base system shall include:
- One (1) server with uninterruptible power supply
  - One (1) administrator work station
  - Two (2) offender work stations
  - One (1) printer
- 2.4.3 The contractor's servers shall produce minimal noise and shall not exceed the physical dimensions of the space utilized by the current servers as noted in the Background Information, unless approved by the Department in advance.

Paragraph 2.4.4 revised via Amendment 001

- 2.4.4 Outlets at each location may not be within three feet of the space for computer equipment. The contractor shall provide surge protectors at various lengths to make installation work without using extension cords.
- 2.4.5 The contractor shall provide additional workstations as identified on Attachment 1.
- 2.4.6 All hardware and software must be consistent throughout the life of the contract.
- a. All hardware and software must be the latest version available in the marketplace.
  - b. Used equipment shall not be accepted at the onset of the contract or as replacement during the performance of the contract. Refurbished equipment purchased from a manufacturer shall be acceptable.
  - c. In the event that a software upgrade is available and provided, the corresponding hardware must also be upgraded in order to maintain compatibility, if necessary.
- 2.4.7 The contractor should provide equipment that is compatible with and capable of using the Department's power infrastructure.
- a. If the Department's cabling infrastructure is insufficient to support the contractor's system and equipment, the contractor must provide all alternative cabling, including installation. All cabling and installation provided by the contractor must conform to Department's specifications that will be provided upon request. Any cabling installed by the contractor shall become property of the Department following installation.
  - b. The contractor shall not provide wireless networks as a cabling alternative.
- 2.4.8 The system shall not have the capability for saving searches, bookmarks, or previous searches on any of the offender workstations. In addition, the system shall not have menus or toolbars visible to the offender or have the capability to add such (i.e. via hotkeys).
- 2.4.9 The contractor shall provide a manifest, via e-mail, of all hardware, including make, model and serial number to the Library Services Coordinator for each component installed at each location upon the final component installation and shall update the manifest each time a component is replaced.
- 2.4.10 The contractor shall provide a minimum of one (1) workstation per correctional center that is ADA accessible for handicapped offenders at no additional cost to the Department.

2.5 **SPECIFIC TECHNICAL REQUIREMENTS**

2.5.1 **System Administration: All system administration must be completed during non-library hours.**

- a. The system must be capable of establishing or restricting librarian privileges by individual account. The system shall have a Library Services Coordinator account with administrative privileges and backup operator accounts established for the purpose of printing only.
  1. The Library Services Coordinator shall have internet access to the system; the internet access shall mirror actions at a specific site in live format.
  2. In addition, the Library Services Coordinator may request additional privileges be added.
- b. The system must provide the ability to backup and restore all system setup and historical information, including but not limited to, offender account profiles and historical system usage information.

Paragraph 2.5.1c revised via Amendment 001

- c. The system shall provide for the ability to assign the offender's Department identification number (DOCID) to each offender as the offender's userID for the system.
  1. The system should be capable of storing and associating the offender's first and last name with the userID, which will be the offender's identification number (DOCID).
  2. The Department will provide the contractor with a flat ASCII file that includes the offender name and DOCID each week for any changes or updates. Changes will be made system wide and not site-specific.
  3. The contractor's system shall ensure that any offender has access from any of the contractor's computers regardless of institutional assignment. This will ensure that offenders transferred from one institution to another will have continuous access to the contractor's system.
  4. The contractor will update each individual in the system upon receipt of the file.
- d. The system should provide the ability to record and report on usage of the system, including individual key strokes, by individual offender.
  1. Elements of desired information include date, time, content used and duration of individual periods of usage.
  2. Usage information should be recorded, stored and retrievable, at a minimum, by using any of the following identifiers:
    - offender name
    - identification number (DOCID)
    - terminal
    - time frame
- e. The system should be capable of providing system-wide usage reports by institution, within time frames requested, which include the number of users and hours of use per site and print usage.

2.5.2 **Print Management**

- a. The contractor shall understand and agree that only one offender print account per site shall be designated for offender printing, unless otherwise requested by the Department.
  1. The system should 'hold' each document submitted for printing until it is released by the system administrator.
  2. The system must not allow any offender to print documents without the intervention of the system administrator.
  3. Each document printed must have every page sequentially numbered beginning with page one (1). In addition, the search display should indicate number of pages, should the search be printed.
  4. The contractor's system shall be able to allow multiple pages to be printed on a single page in the following ratios: 2 to 1, 4 to 1 and highlighted sections only. In allowing this option, the contractor shall ensure that the offender's access to other print options is locked and that the offender does not have the ability to change print options.
  5. The system must be capable of printing anything displayed on the screen, or within a displayed frame, including citation listing and hit list/search result, table of contents (i.e. the user must be able to highlight and print highlighted text only).
- b. The system must provide the librarian/back up operator with the ability to purge documents from the print queue on both an individual document and system-wide basis without having to print them.
- c. The contractor's hardware shall be adjusted to meet the demand of the population at each correctional center. Higher demand shall require a larger capacity system. The printer hardware shall meet the following minimum standards:
  - Workgroup Laser Printer
    - Type: Monochrome Laser Printer
    - Minimum Duty Cycles: 25,000/month
    - Minimum Print Spend: 40 ppm
    - Interface Type: Ethernet or USB
    - Minimum System Memory: 256 MB
    - Input Trays: 500 page paper draw minimum
    - Anticipated Monthly Print Volume: 5,000
  - Desktop Printer
    - Type Monochrome Laser or InkJet Printer
    - Minimum Duty Cycles: 10,000/month
    - Minimum Print Spend: 20 ppm
    - Interface Type: Ethernet or USB
    - Minimum System Memory: 128 MB
    - Input Tray: 250 page paper draw minimum
    - Anticipated Monthly Print Volume: 1,000

### 2.5.3 Network and Communications Capability

- a. The system must not be capable of establishing communication linkages outside of that required to perform its basic function. If necessary for the operation of the system, a secure linkage to the contractor's service site may be allowable.



- b. The system must not be capable of establishing communication linkages to the Department Intranet nor to the Internet other than a secure linkage to the contractor's site.
1. Hardware and software must be restricted, limited and secured to permit connection only to the contractor's site and no other Department local area network, wide area network, wireless network, communication lines or ports. This restriction includes but is not limited to:
    - Internal modems, network interface cards and wireless network devices.
    - External ports capable of supporting modems or other network hardware, including USB devices.
    - Software that can be configured by the offender to support any type of dial-up or other network connectivity.
  2. If external network connection is mandatory for contractor maintenance and support of the system, the system must not permit offenders to be logged on during the connectivity period, unless authorized by the Library Services Coordinator.
    - The system should be capable of disabling any communication link required for contractor support.
    - Network connectivity for contractor support purposes should not permit access or linkage of any system workstation or to any external network resource other than the contractor support service.
- c. The system must not permit any type of electronic communication (electronic mail, messaging, etc.) by offender users of the system.
- d. The system should allow Department personnel the ability to disable any type of connectivity to contractor, network, etc. at any time for the purpose of security or to prevent unapproved access.
- e. The system shall not require interaction of Department staff to either start the system or turn off the system.

#### 2.5.4 **Offender Workstations Capabilities**

- a. Offender workstations shall be located in the correctional center library. Offender workstations may be located in other locations at the option of the Department.
- b. Offender workstations shall be accessible by the library administrators and the library services coordinator.
- c. Offender workstations must not be capable of creating, storing or transmitting any electronic document, file or other user-created data to other offender workstations or to points external to the workstation.
- d. Offender workstations must not be capable of utilizing (reading or writing to) any removable file storage media. This includes but is not limited to:
  - 3 ½" diskettes
  - zip diskettes
  - magnetic tape media
  - CD or DVD media
  - static memory devices such as flash media, memory sticks, and SD or XD cards, etc.

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- e. Other than the necessity to satisfy the functional requirements the system, the offender workstations must not have the capability to connect to external hardware devices or components, unless approved by the Department.
- Offender workstations will allow minimal Internet Explorer access needed to connect with the vendor's legal library program.
    - Access shall only be to Department approved content.
    - Functions such as the Address, Favorites, Command and status bars shall not be viewable.
    - Menu bar shall not be visible or accessible to offenders.
- f. Other than what is necessary to satisfy the functional requirements of the system, the offender workstations must not have any software installed capable of the following functions:
- graphical, image-manipulation or photographic capabilities
  - word processing and publication
  - games
  - communications, including browsers, email, and Internet service access that are not the contractor's service
  - advanced utilities, including but not limited to: file deletion and recovery, data wiping, disk or file reorganization
  - data encryption
  - network packet sniffing utilities
- g. The following shall not be accessible or executable from the offender workstations:
- System administration tools
  - Tool bars/task bars
  - Media players/audio players
  - Outlook address book
  - Paint
  - Calculators
  - Start menus
  - Command line access
  - Task manager
  - Network connection/manager
  - My computer
  - Control panels
  - Help files for system
  - Help files for software other than the Contractors Legal Research Program
  - Other areas/items identified by the Department
  - If PDF are used as content, the PDF shall not be in editable or savable format (view only format is acceptable)
- h. The offender workstations should be physically capable of withstanding higher than normal levels of physical abuse and environmental conditions.
- Workstations should be capable of withstanding reasonable fluctuations in power.
  - Workstations should be capable of recovering from complete power outages without intervention of Department staff or the contractor's employees.
- i. The offender workstations should be tamperproof.
- Workstations should be constructed in such a way that Department personnel can easily determine by casual observation if an attempt has been made to access internal components of the workstation.

- j. Offender workstation monitors shall be at a minimum nineteen (19) inches.

#### 2.5.5 **Server and Server Capabilities**

- a. The server shall be located in a secure area designated by the facility.
- b. The server should have the following capabilities:
- To perform all offender workstation software installation, updates and maintenance
  - To activate and deactivate offender workstations connected to the system, both individually or as a group
  - To actively monitor and record the use of any selected offender workstation
- c. The server should be physically capable of withstanding higher than normal environmental conditions.
- Servers should be capable of withstanding reasonable fluctuations in power
  - Server should be capable of recovering from complete power outages without intervention of Department staff of the contractor's employees

#### 2.5.6 **System Security Capabilities**

- a. The system should be capable of automatically logging off users, not including the administrator, after a designated time period after logon.
- The system shall provide an alert to the user before the time period expires.
  - The system should permit the system administrator to establish the acceptable time for inactivity.
- b. The system shall not allow any user IDs to be used simultaneously on multiple terminals.
- c. The system must not permit the creation or assignment of passwords for offender user IDs, unless at the request of the Department.
- d. The system should be capable of forcing librarian passwords to be changed every ninety (90) days.
- e. Librarians must have the capability to change their pass word at their discretion and independently at any time.
- f. Complexity requirements for librarian passwords must meet the following Department standards:
- Minimum password length = seven (7) characters
  - Password must contain at least three (3) of the following four (4) character groups
    - English uppercase characters (A through Z)
    - English lowercase characters (a through z)
    - Numerals (0 through 9)
    - Non-alphabetic characters (such as !, \$, #, %)

### 2.6 **INSTALLATION AND SUPPORT REQUIREMENTS**

- 2.6.1 The contractor must provide all services required to install and bring the system to an operational status to include but not be limited to:

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- a. Installation of all hardware
- b. Installation of all software including the operating system, supporting utilities and the application
- c. Initial creation of required operating environment including establishment of administrative and offender accounts and the creation of audit and reporting capabilities
- 2.6.2 The contractor must bring the system into complete operational status, all materials, equipment and services within 120 days of contract award notification, unless otherwise agreed to, in writing by the Department.
- a. In the event that the contractor is unable to begin providing materials, equipment and services by the startup time period specified, the contractor may request an extension of time. Approval or rejection of the request shall be at the sole discretion of the Department.
- 2.6.3 The contractor must obtain the Department's approval of the implementation plan prior to beginning any installation.
- 2.6.4 The contractor shall not deliver materials to a centralized Department location with the expectation that Department will distribute materials to the libraries.
- a. Delivery of materials to sites will be at mutually agreed upon dates and times.
- b. Communication regarding how and what is being delivered will be mutually agreed upon between the Department and the contractor.
- c. Site librarians must have 24 hour notice of any shipments.
- 2.6.5 The contractor shall understand and agree that Department personnel shall not perform more than basic troubleshooting and support to be determined by the Department. Therefore, the contractor must provide ongoing maintenance and support services in a timely manner, including:
- Return response to e-mail or telephone contact within two (2) hours of initial notification – automated responses, or generic responses, such as "someone will be contacting you" does NOT qualify as a response
  - Equipment and onsite technical assistance within 16 working hours or two (2) business days of notification
  - Repair or replacement of hardware upon failure within four (4) working days
  - Installation or application of fixes to resolve software problems within sixteen (16) working hours
  - Installation of software, operating system and application, when newer versions are required within thirty (30) calendar days
  - Installation of additional system components, as needed
  - Instruction on trouble shooting the system within two (2) hours of initial notification
  - Equipment moves, if requested
  - Provide sufficient staff for support services at all institutions
- 2.6.6 The contractor must provide help-desk type technical support specific to product content provided to the Department which can be accessed via telephone by approved Department administrative staff only.
- a. The contractor should provide support by means of e-mail on a 24/7 basis.

- b. The contractor's technical support shall only be available to designated Department personnel. The contractor shall ensure that neither the contractor nor its agents, employees or anyone working on the contractor's behalf do not come in contact or communicate with offenders at any time.
- c. The contractor shall supply a report to the Library Services Coordinator of all service calls within four (4) hours of issue resolution. The contractor's report shall include, but not necessarily be limited to:
- Date/time the contractor was notified of the problem
  - Date/time the contractor responded to the problem.
  - Name of Department staff making the notification
  - Description of the problem
  - How was the problem resolved
  - Date and time problem was resolved
- 2.6.7 As part of the basic function of the system, the software should include on-line help support for the legal research program. This help function must not permit offenders to access help information relating to system administrator functions.
- 2.6.8 The contractor shall provide administrative access to equipment installed on Department property as requested by the Department Information Technology director/designee.
- 2.6.9 The contractor shall agree and understand that Department staff will not be used to transport the contractor's equipment from one location to another, nor act as a storage point for any of the contractor's equipment.
- 2.6.10 Upon request, the contractor shall provide to the OA-ITSD Client Services Manager or End User Support Director a copy of all installation media, including access keys/authorizations and documentation/overview of contractor processes, for each and every software component and hardware installed on each system.
- 2.6.11 **Maintenance and/or technical support fees shall be included in the subscription fee.** Maintenance support shall allow the Department to receive software updates (which includes but is not limited to enhancements, corrections, modifications, additions and later versions of the licensed product) and technical support. In addition, the Department shall not pay for the contractor's hardware support.
- 2.6.12 The contractor shall clearly identify all contractor hardware with property tags at initial installation. Thereafter, the contractor shall have a system in place that allows Department staff to tag replacement components if the hardware technician is not on-site for the installation of replacement equipment.
- 2.6.13 At the option of the Department, the contractor shall provide services to monitor current use, or audit past use, of the system for the purposes of detection of tampering with system components or other inappropriate usage such as attempts to establish unauthorized access to system resources. These services should be available to the Department at individual locations, on a case-by-case basis.
- 2.6.14 The contractor shall be responsible for the removal and disposal of broken or unused equipment within five (5) working days of the equipment being removed from the working system.
- 2.6.15 Any upgrade or change to the computer system or software affecting the offender workstations shall not interfere with offender access, unless otherwise approved by the Library Services Coordinator. All upgrades or changes must not be completed while offenders are present.

- 2.6.16 The contractor shall send prior written notice to the Library Services Coordinator requesting any scheduled downtime of the on-line system and how long the system is expected to be offline.
- 2.6.17 Any unscheduled downtime is unacceptable. The contractor shall immediately communicate efforts being made related to the incident to the Library Services Coordinator and an estimated time for the problem to be resolved.
- 2.6.18 The contractor shall provide live assistance to the Department for use of reference materials. The assistance must be specific to the product content at the Department. It is preferred that such support be provided by means of a toll-free "800" number on a 24/7 basis.

## **2.7 ADDITIONAL REQUIREMENTS**

- 2.7.1 The contractor should provide kiosks or other alternatives for stand-alone systems in secure housing/segregation units at the request of the Department.

Paragraph 2.7.2 revised via Amendment 001

- 2.7.2 Librarian passwords shall be changeable at their discretion without a tech issue being generated. Back-up users or other user passwords should require approval of the Library Services Coordinator.

Paragraph 2.7.3 revised via Amendment 001

- 2.7.3 All documents displayed shall indicate the approximate number of pages that will be printed. In addition, all documents/results shall display pagination.
- 2.7.4 Printing must be limited to a unique account for printing only. Since offender workers actually queue print jobs there shall be a special account just for printing.

Paragraph 2.7.5 revised via Amendment 001

- 2.7.5 The system shall allow for printing items displayed on the screen such as a list of cases or citations obtained from search results.

Paragraph 2.7.6, 2.7.6a and 2.7.6b revised via Amendment 001

- 2.7.6 No system menus or toolbars shall be visible to the offender, nor shall offenders be able to add this option using Hot keys.
- a. Offenders shall not be able to view/change settings or access any screens other than the program.
  - b. Offenders shall not be able to navigate anywhere on the computer from any point on the computer.

Paragraph 2.7.7 revised via Amendment 001

- 2.7.7 The process used for starting the computers each day should not require staff interaction to work, including steps need to be taken to turn the computer on/off, boot sequences, etc. If staff interaction is required, this should be completed with minimal impact to library operations.

- 2.7.8 Since electrical outlets are not located with 3 ft of terminals, a connection of up to 9 feet from primary electrical source may need to be done. Surge protectors are allowed in institutions; however, extension cords are not.

Paragraph 2.7.9 revised via Amendment 001

- 2.7.9 There shall be no screens that interfere with offender research unless there is a valid security violation.
- 2.7.10 All support provided for the actual program should be geared toward the actual product. Generic customer support is not acceptable due to the unique interface required by the Department.

Paragraph 2.7.11 revised via Amendment 001

- 2.7.11 Databases that have specific Table of Contents (TOC) items shall be available for searching both by using a specific word and by browsing the TOC.

Paragraph 2.7.12 revised via Amendment 001

- 2.7.12 Access to all required content shall be available directly from search screens. Secondary searching (or going only into one document to reach the screen needed) to reach content as the only point of access is unacceptable.
- 2.7.13 All equipment must work within the current spaces assigned. Terminal cases must be able to sit on desktops, 36" w by 18" d, or be able to sit on the floor. No modifications to Department furniture will be allowed. Server Space is 36" x 48" x 36".
- 2.7.14 Forms/formats need to be available in a viewable format that is not editable.
- 2.7.15 The user or graphical interface shall be at a eighth grade level, easy to read, for the offender population to use. The Department may ask for changes or customizations to improve end-user functionality.

Paragraph 2.7.16 revised via Amendment 001

- 2.7.16 Statutes must include not only the current year but historical statutes as well.

## **2.8 TRAINING REQUIREMENTS**

- 2.8.1 The contractor must provide all training and documentation necessary for Department personnel to operate the system as a user and as a system administrator prior to the installation of the hardware and software. All training must be conducted live (i.e. face to face).
- 2.8.2 Initial training shall be provided for approximately 30 Department employees prior to system implementation. Training shall be provided in a central location rather than at each correctional center. Expenses incurred by the contractor's personnel to conduct any training shall be the responsibility of the contractor.
- 2.8.3 Training should be at a "train-the-trainer" level so the library administrator may provide training to offenders.
- 2.8.4 The contractor must have a system in place to provide on-going training for all new library administrators or other personnel at the Department's request.

- 2.8.5 The contractor shall provide training to each library administrator on any software or hardware trouble shooting that the Department may be requested to do. This training should be on a basic level that a person with no experience with computers can understand how to perform the trouble shooting.
- 2.8.6 Department staff will be responsible for ensuring that offenders are trained in the use of the system.
- 2.8.7 Online tutorial features must be available for offenders and library administrators. Such information should be understandable by a person at a 6<sup>th</sup> – 8<sup>th</sup> grade reading level. All instruction manuals must be available in Print and provided to each location by the contractor.

## **2.9 PERSONNEL REQUIREMENTS**

- 2.9.1 All employees or agents of the contractor, or subcontractor, or anyone acting to the benefit of the contractor who will be providing service within a correctional center must comply with the following requirements:
- a. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees/agents before they are allowed entry into the institution. The contractor, its employees/agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees/agents that have the potential to have contact with inmates.
  - b. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees/agents for any reason, at the discretion of the institution. Such denial shall not relieve the contractor of any requirements of the contract.
  - c. The contractor, its employees/agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
  - d. The contractor, its employees/agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees/agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
1. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse and consensual sex.
    - Any contractor or contractor's employee/agent who witnesses any form of sexual misconduct must immediately report it to the district administrator. If a contractor or contractor's employee/agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion,



require the contractor to remove the contractor/employee/agent from providing services under the contract.

- Any contractor/employee/agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- e. The contractor, its employees/agents shall not interact with offenders except as is necessary to perform the requirements of the contract. The contractor, its employees/agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- f. If any contractor or contractor's employee/agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

#### 2.9.2 **Authorized Personnel:**

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. 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 Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

**2.10 Software Licensing:** The contractor must provide proof of license for every individual component of software proposed for workstations and servers. The contractor must maintain licenses for every component of software and provide access to these upon request of the Department.

- a. The contractor shall grant the Department the right to use the software and on-line services throughout the applicable contract period.

## **2.11 REPORTING REQUIREMENTS**

2.11.1 The contractor shall provide reports, as indicated, in electronic format. Acceptable format includes Microsoft excel, word, or a PDF file.

2.11.2 Minimally, the contractor shall submit the following reports to the Library Services Coordinator and designated Department administrator at each facility on a monthly basis:

- a. Usage reports shall include the number of searches, length of time and materials searched:

- By offender
- By Department personnel
- By site

- b. Technical support and technical issues shall be reported within four (4) hours of resolution and shall include the following information:

- Date/time the contractor was notified of the problem
- Date/time the contractor responded to the problem
- Name of Department staff making the notification
- Description of the problem
- How the problem was resolved

2.11.3 Other reports may be requested by the Department to ensure appropriate usage or performance of the contractor's system.

## **2.12 MEETING AND OTHER REQUIREMENTS**

2.12.1 **Meeting Requirements:**

- a. The contractor and any subcontractors shall meet with the Department in Jefferson City, Missouri, within fourteen (14) calendar days of the contract award to discuss the contractor's implementation plan, if requested by the Department.

- b. The contractor shall meet with the Department on an as needed basis after the contractor has fully implemented services. If acceptable to the Department, such meetings may be conducted via telephone call.

- c. At the request of the Department, the contractor shall attend periodic meetings with the Department or its designees. These meetings will be held in Jefferson City, Missouri. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.

- 2.12.2 **Audit Requirements:** At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.
- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of an audit.
  - b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
    1. The contractor shall provide read-and-copy access for the Department to all files that are used in the performance of the contract. Such files shall include, but are not limited to, inventory control files, procedure files, and any other files related to the contract.
    2. The contractor shall provide the personnel and resources necessary for data maintained by the contractor, including historical data and any necessary follow-up information, which may be required to meet any performance or audit review requirements.
  - c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department's Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Department's Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.
- 2.12.3 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the Department, other state of Missouri agencies and the federal government to inspect these records with the approval of the Department.

## 2.13 OTHER CONTRACTUAL REQUIREMENTS

- 2.13.1 **Contract:** The contract between the Department and the contractor shall consist of (1) the Invitation for Bid (IFB), any amendments, attachments and/or exhibits thereto and (2) the bid submitted by the contractor in response to the IFB and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Invitation for Bid shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the Department, is binding on the contractor without further clarification.
- 2.13.2 **Contract Period:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department, pursuant to the Special Delegation of Authority issued by the Office of Administration, Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the

contract, or any portion thereof for four (4) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period stipulated in any amendment.

- 2.13.3 **Renewal Periods** - If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

The Department does not automatically exercise its option for renewal based upon the maximum price state on the Pricing Page and reserves the right to request the renewal of the contract at a price less than the maximum price stated. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.

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

Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver to FOB destination, all records, documentation, reports, data, recommendations, master, 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 thirty (30) days after receipt of the written request.
2. 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 ninety (90) 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. The contractor shall discontinue providing service under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.

- 2.13.5 Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address on the signature page of the contract or to an e-mail address the contractor may have requested in writing or deposited in the United States mail, postage prepaid and addressed to the contractor at the address on the signature page of the contract or at an address the contractor may have requested in writing.

- 2.13.6 **Contract Extension:** 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 the new contract.

- 2.13.7 **Deficiency Notice:** The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the

services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.
- b. The delivery of a deficiency notice must be verifiable by either party either through an e-mail which includes a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).
- c. Upon receipt of the notice of the deficiency, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven (7) calendar day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the Department within the seven (7) calendar day period.
- d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

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

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees and assignees.

The contractor shall agree that the Department shall not be responsible for any liability incurred by the contract, the contractor's employees or the contractor's subcontractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.13.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees 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; cost (including attorney fees); and, damage of any kind related to such matters.

2.13.10 **Conflict of Interest:** In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work

covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

- a. In accordance with state and federal laws and regulations, state executive order and regulations and policies of the Department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- b. It is agreed that no Missouri state employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract, written approval shall be obtained from the director of the Department.

- 2.13.11 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall 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 loss, damage, and/or expense related to his/her performance under the contract.
- 2.13.12 **Incidental Beneficiaries:** The contract is not intended to create any rights, liberty interest or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- 2.13.13 **Assignment:** The contractor shall agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.13.14 **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's contact throughout the effective period of the contract.
- 2.13.15 **Property of State:** Any resulting Agreement between the parties will be for the Department to have a right to use data contained within the contractor's Online Services. That data is owned by the contractor and/or its third-party licensors. No ownership rights in the data will be received by the State.
- 2.13.16 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The contractor shall obtain approval from the Department prior to the release of such publicity or publications.

The contractor shall not issue press releases, participate in interviews with media or engage in any form of public release of information regarding the Department or the contractor's duties pursuant to the contract without the prior, written approval of the Department's Public Information Officer.

- 2.13.17 **Force Majeure:** The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, 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.
- 2.13.18 **Legal and Accounting Services:** The Department shall furnish all legal and accounting services as may be necessary for 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.
- 2.14 Inventions, Patents and Copyrights:** The contractor shall report to the Department promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.14.1 The Department agrees that the contractor has the right to defend or at its option settle, at its own expense any claim, suit or proceeding brought against the Department on the issue of infringement of any United States patent or copyright by product, or any part thereof, supplied by the contractor to the Department under this contract. The contractor agrees to pay, subject to limitations hereinafter set forth in this paragraph, any final judgment entered against the Department on such issue in any suit or proceeding defended by the contractor. The Department agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the Department notifies the contractor promptly in writing of any such claim, suit, or proceeding and at the contractor's expense, gives the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. If the product, or any part thereof, furnished by the contractor to the Department becomes or in the opinion of the contractor, may become, the subject of any claim, suit or proceeding for infringement of any United States patent or copyright or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease or sale of such product or part is enjoined, the contractor may, at its option and its expense; (1) procure for the Department the right under such patent or copy right to use, lease or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments paid therefore by the Department, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the Department by the contractor, or (2) the modification of such product or part unless such modification was may by the contractor, or (3) the use of such product or part in a manner for which it was not designed.
- 2.14.2 The contractor shall not be liable for any cost, expense or compromise, incurred or made by the Department in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the Department with respect to any alleged patent infringement by such product or part.

**2.15 Software Rights & Protections:**

2.15.1 The Department of Corrections acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The Department shall only use the software in accordance with the licensing terms and conditions as provided in this IFB. The Department shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, customers, agents and/or consultants of the Department who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.

- a. It shall be the contractor's responsibility and expense to thoroughly educate and inform the Department and their software end users regarding the software usage and copyrights. In the event that Department personnel or the contractor discover any misuse of the software or related documentation within the Department, they must immediately notify the designated software manager, department manager, or legal counsel. Unauthorized reproduction of software is a federal offense. Offenders may be subject to damages, fines and penalties in accordance with United States Copyright Law.

**2.16 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 State of Missouri and to ensure that the State of Missouri 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 State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that the contractor 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 shall agree and understand that the contractor shall be the point of contact on problems related to the contract.
- d. The contractor shall understand and agree that the use of subcontractors shall be in accordance with all requirements contained herein, including but not limited to, training and personnel requirements.

**2.17 Intellectual Property Rights:** The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to an products delivered to the Department or the clear right to license, transfer or assign any and all products that are licensed, transferred or otherwise provided to the Department by the contractor pursuant to this contract. Upon request of the Department, the contractor shall demonstrate that all aspects of the licensed software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc. for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in the amount that the contractor deems appropriate.

**2.18 E-Verify:**



- 2.18.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- 2.18.2 As a condition for the award of any contract in excess of \$5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
- a. submitting a completed EXHIBIT G, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or
  - b. submitting a completed EXHIBIT G, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;
  - c. submitting a completed, original, notarized copy of EXHIBIT G, AFFIDAVIT OF WORK AUTHORIZATION and;
  - d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;
  - e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or
  - f. submitting a completed EXHIBIT G, Box C providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.
- 2.18.3 The bidder/contractor must submit Exhibit G, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization prior to an award of contract.
- 2.19 Severability:** If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.
- 2.20 Participation by Blind/Sheltered Workshops:**
- 2.20.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the state agency a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the state agency.
  - b. The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the

blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

- 1) The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the state agency. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at: <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

## **2.21 INVOICING AND PAYMENT REQUIREMENTS**

2.21.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <http://oa.mo.gov/vendors/>

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.21.2 Invoicing: On or before the tenth (10th) day of each month, after the contractor's system is fully installed and operational, the contractor shall submit a monthly itemized invoice to the Department designee.

- a. Electronic invoices may be emailed to the contact provided by the Department. Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this information may be delayed. The contractor's invoice should include any discount for prompt payment, as indicated on Exhibit A, Pricing Page.
- b. Partial months of operation must be prorated. Additionally, the contractor shall invoice a discounted amount for any hardware or software (workstation, printer or other component) that exceeds an accumulated down time of eight (8) hours or more per calendar month.

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- c. The Department shall not be billed for nor will Department pay for (1) routine maintenance; (2) upgrades; (3) equipment failure unrelated to damage or misuse; (4) breakage or malfunction due to acts of God; or (5) any other items as defined in the IFB. The Contractor shall include all services in the monthly amount as stated on the Pricing Page.
  - d. The contractor shall not be reimbursed for any cost related to surges, outages, etc. of the institutional electrical system.

2.21.3 Payments: After receipt and approval by the Department of a properly completed invoice and all supporting documentation, the contractor shall be paid at the firm fixed price as stated on the pricing page less any prorated amounts documented. The Department will not pay the contractor if the contractor has received payment from other sources for the same item/incident.

- a. Upon receipt and approval of the services provided, the Department will process the invoice, subject to the following:
  - The contractor shall invoice for services provided at the contracted unit price stated in the Pricing Exhibit A.
- b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the Contractor of such change before payment is made.
- c. Before payment is made, the Department reserves the right to audit all invoices and to reject any invoice for good cause.

2.21.4 Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.

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**PART THREE  
BID SUBMISSION INFORMATION**

**3.1 Submission of Bids:**

- 3.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department of Corrections by the bid receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one (1) of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.
  - b. In addition to the original application, the applicant shall include four (4) copies of their application for a total of five (5) applications.
  - c. The applicant should provide **one (1) electronic copy** of their entire application, first to last page, which is identical to the original application. The electronic copy should be one (1) document, submitted on a diskette(s), CD(s) or flash drive in PDF format and included with **THE ORIGINAL DOCUMENT**.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled and all material related to that category included therein.
  - b. Each paragraph of the narrative should reference the paragraph or sub-paragraph of the IFB scope of work.
  - c. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

**3.2 Bidder Clarification:**

- 3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the first page of this IFB.
- 3.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.
- 3.2.3 The bidder is advised that the only official position of the Department is that which is stated in writing and issued in the IFB and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

**3.3 Evaluation Process:**

- 3.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the bidder's bid and to develop a comprehensive assessment of the bid.
- 3.3.2 The bidder may be required to provide a demonstration of their system's capabilities at a site that is accessible to the evaluators. The demonstration should be constructed to clarify what has been presented in the bid document only.
- 3.3.3 The Department reserves the right to consider all information submitted and the bidder's references, or any other source, in the evaluation process.
- 3.3.4 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bidder's bid. Failure of the bidder to submit such

information may cause an adverse impact on the subjective evaluation of the bidder's bid or may cause rejection of the bid.

### **3.4 Pricing:**

- 3.4.1 The bidder shall provide firm, fixed pricing for the initial contract period and each renewal option as stated on Exhibit A, Pricing Page.
- 3.4.2 If materials are available in an alternate format (i.e. other languages, braille), the contractor should provide optional pricing.
- 3.4.3 The bidder should indicate any discounts offered for prompt payment on Exhibit A, Pricing Page.
- 3.4.4 The bidder herein warrants that the price offered for equipment, material and services do not exceed the bidder's current fees charged to the general public for equal or similar equipment, material and services available within the community. Failure to provide pricing shall render a bid as non-responsive.
- 3.4.5 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.
- 3.4.6 The bidder attests that the prices quoted in the bid are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

### **3.5 Bidder's Experience and Reliability:**

- 3.5.1 Experience and reliability of the bidder's organization, subcontractor or sub-subcontractor is considered very important in the determination of responsiveness. Therefore, the bidder must submit Exhibit B (Prior Experience of Bidder), documenting their successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

### **3.6 Proposed Method of Performance:**

- 3.6.1 Bids should clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- 3.6.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version, as an original idea.
- 3.6.3 The bidder should include the paragraph in the IFB corresponding to the paragraph in the bidder's narrative.
- 3.6.4 The bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. This includes the contractor's staff, subcontractor's staff and any sub-subcontractors.
- 3.6.5 The bidder should provide a clear description or flow chart of how a service call will be handled from initiation to resolution.
- 3.6.6 The bidder should detail how they will accommodate the requirements of the contract. The contractor may complete this requirement using Exhibit C. The bidder should identify the specific paragraph or sub paragraph in the scope of work by the paragraph number that they

are describing in their narrative.

3.6.7 The bidder should list any subcontractor to be utilized in meeting the requirements of the contract, detail how they will be utilized and provide references for services similar to those requested in this bid.

**3.7 Vendor Information:** The Department of Corrections maintains a current vendor database; therefore, the bidder should submit a completed Vendor Information Data form (Exhibit H) with their bid response.

**3.8 Calculation of Points:**

3.8.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria will be made by using subjective judgment. The award of a contract resulting from this Invitation for Bid will be based on the lowest and best bid received in accordance with the evaluation criteria stated below:

- |    |                                |     |
|----|--------------------------------|-----|
| a. | Experience and Reliability     | 35% |
| b. | Proposed Method of Performance | 35% |
| c. | Cost                           | 30% |

3.8.2 **For evaluation purposes only**, the Department shall perform a comparative assessment of the pricing submitted for each bid in relationship to other responsive bids received. Totals for the original contract period and all renewal options will be calculated using the formulas below to estimate the entire cost of the contract.

- Initial installation charge bid price X 20 (correctional centers) = total installation costs
- 20 base systems X base system bid price X 12 months = total yearly base system cost
- 97 additional work stations X work station bid price X 12 months = total additional work station cost
- 157 licenses X licensing fee bid price X 12 months = total licensing fees annually
- 20 (correctional centers) X ISP bid price X 12 months = network ISP fees annually
- 20 (correctional centers) X subscription bid price X 12 months = subscription fees annually
- Total installation costs + total base system cost + total additional work station cost + total licensing fees annually + network ISP fees annually + subscription fees annually = total cost of contract annually

Paragraph 3.8.3 revised via Amendment 001

3.8.3 Cost points will be calculated in the following manner. The lowest responsive bidder will be assigned the maximum cost points and each remaining responsive bidder's cost points will be prorated based upon the following calculation:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost score points}$$

Paragraph 3.8.4 revised via Amendment 001

3.8.4 If a bidder has presented documentation to qualify for preference points, points will be added to that bidders cost points as follows:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 + \text{earned preference points} = \text{Cost score points}$$

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

3.8.6 The Department does not guarantee, nor does it intend to imply, that the figures used for the cost evaluation reflect actual usage of the program.

3.8.7 Missouri Service-Disabled Veteran Business Preference:

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

3.8.8 Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation - If the bidder's bid is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit D, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

a. MBE/WBE participation can be met by a qualified MBE/WBE bidder themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs 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 MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the bid is submitted. (See below for a definition of a qualified MBE/WBE.)

d. If the bidder is proposing MBE/WBE participation, the bidder must provide the following information with the bid.

- Participation Commitment - If the bidder is proposing MBE/WBE participation, the bidder must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the bidder submitting the bid is a qualified MBE and/or WBE, the bidder must include the bidder in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit E, Documentation of Participation Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the percentage specified on the bidder's Participation Commitment Form, Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined

herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OSWD.)

e. Definition -- Qualified MBE/WBE:

- In order to be considered a qualified MBE or WBE for purposes of this IFB, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the bid.
- MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

f. Resources: A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://www.oswd.mo.gov>

3.8.9 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:

- (1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- (2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations



outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

(3) The bidder must provide the following information with the bid:

- ✓ Participation Commitment - The bidder must complete Exhibit J, 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit K, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, Exhibit E; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

3.8.10 Responsible and Reliability Determination: The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. If the bidder is proposing an entity other than the bidder to perform the services, the bidder should also submit the information requested herein for such proposed subcontractor in order to demonstrate the subcontractor's responsibility and reliability. Failure of the bidder to submit sufficient information to document that the bidder and any proposed subcontractor is responsive and responsible may adversely affect the bid.

- a. The bidder should complete Exhibit B with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.

- b. If references for current and/or previous contracts are not identified in the bid, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

### **3.9 Contract Award:**

- 3.9.1 Final Determination: Any bid, which does not comply with the mandatory requirements of the IFB, will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder or any subcontractor's proposed to provide the services within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, and/or (3) failure of the bidder to provide a reference(s).
- 3.9.2 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 3.9.3 The Department will not award multiple contracts. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs and the availability of the Department funds.

**EXHIBIT A**

**SUBMISSION IS MANDATORY  
PRICING PAGE**

The bidder must provide a firm fixed price in the table below for the original contract period and maximum prices for each potential renewal period for providing all services 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.

Required Services:

Line Item #	Description	Original Contract Period <i>Firm, Fixed Price</i>	1 <sup>st</sup> Renewal Option	2 <sup>nd</sup> Renewal Option	3 <sup>rd</sup> Renewal Option	4 <sup>th</sup> Renewal Option
001	Initial Installation [per institution]	\$ _____ per institution				
002	Base System	\$ _____ per base system per month	\$ _____ per base system per month	\$ _____ per base system per month	\$ _____ per base system per month	\$ _____ per base system per month
003	Additional Workstation	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month
004	Licensing fees [per workstation per month]	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month	\$ _____ per workstation per month
005	Network ISP fees [per site per month]	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month
006	Subscription fees which includes maintenance/ tech support fees [per correctional center per month]	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month	\$ _____ per site per month

The bidder must state the number of days required before the services described herein could be provided:

\_\_\_\_\_ days after effective date of contract award.

The bidder should state below its discount terms offered for the prompt payment of invoices:

\_\_\_\_\_ % if paid within \_\_\_\_\_ days

**EXHIBIT A (Continued)**

**SUBMISSION IS MANDATORY  
PRICING PAGE**

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

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

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

The bidder shall certify by completing the questions below:

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

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

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

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**EXHIBIT B**  
**SUBMISSION IS MANDATORY FOR THE CONTRACTOR AND ANY SUB CONTRACTORS**  
**PRIOR EXPERIENCE OF BIDDER**

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date of Signature

Exhibit C revised via Amendment 001

**EXHIBIT C**  
**METHOD OF PERFORMANCE**

*The contractor should describe their method of performance by using Exhibit C. However, the bidder may identify the specific paragraph or sub paragraph in the Scope of work by number and write a description of how the requirement will be satisfied.*

**IMPLEMENTATION PLAN**

The bidder shall specify all components and resources that the state agency must provide to bring the system to full operation capacity.

The bidder should specify information that the bidder will need from the state agency in order to accomplish installation and implementation of the system.

The bidder shall provide an implementation plan specific to each requirement of the contract, identifying who will be responsible for that requirement and time lines as to when each requirement will be completed. At a minimum the plan should address:

- Advance planning – site surveys, site preparation requirements
- Resource identification and technical configuration
- Resource acquisition and deliver
- Hardware installation
- System setup
- Customer Training
- System Implementation
- Responsibilities of the contractor/subcontractor
- Responsibilities of the Department
- A sequential step-by-step description of tasks and the number of days required to perform the task
- Proposed schedules and timelines stated in terms of calendar days with day zero being the date of contract award

**GENERAL**

The bidder shall provide a listing of any subcontractors and sub-subcontractor's to be utilized during the contract.

The bidder should provide an organizational chart identifying the staffing and lines of authority for key personnel to be used during the implementation and for on going services, including any sub contractor or sub-subcontractor.

**RESEARCH MATERIALS**

The bidder should describe what materials will be provided and the dates of all content.

The bidder should describe the manner in which research materials will be provided.

The bidder should describe how periodic updates will be performed including:

- Frequency of updates
- Method by which updates will be accomplished
- Roles and responsibility of the Department during updates
- Roles and responsibility of the contractor or their subcontractors during updates
- Length of time the system will be out of service when installing updates

The bidder should specify any alternatives to the required research materials (Attachment 2) by listing the required material and the bidders proposed alternative.

The bidder should specify any additional research materials the bidder proposes.

The bidder should describe the manner in which reference material assistance will be provided.

---

**TECHNICAL REQUIREMENTS**

The bidder should describe all operation and technical specifications for each hardware component being proposed. Including but not limited to the following:

- Processor speeds, including models and manufacturers
- Memory configurations, including models and manufacturers
- Data storage capacities, including manufacturers and models
- Power requirement, including fluctuation tolerances
- Acceptable operating environments – temperature ranges, humidity ranges
- Specifications for basic and high capacity printers

The bidder should describe all electrical (power) requirements for each piece of equipment component proposed. At a minimum specify minimum and maximum voltages, amperage and tolerance for power fluctuations

The bidder should describe all limitations, if any, of the proposed equipment relating to the state agency's cabling specifications including, but not limited to length.

The bidder should provide proof of licenses for every software component.

The bidder should describe how the system being offered that meets ADA standards for accessibility of handicapped offenders.

The bidder should describe any enhancements beyond the minimum requirements.

**SYSTEM ADMINISTRATION**

The bidder should describe the system administrator's functions and capabilities as they relate to the following:

- UserID and password administration
- Tracking of multiple administrative accounts
- Recording and reporting on individual offender usage of the system
- System backup and restoration functions
- Installation and maintenance of offender workstation software
- Control, monitoring, and recording of use of the offender workstations
- Identification of tampering with offender workstations
- Printing functions

The bidder should provide samples of reports that the system administrators may generate.

The bidder should provide samples of documentation (manuals) that will be provided to system administrators.

**PRINT MANAGEMENT**

The bidder should describe the manner by which printing of documents will be controlled by the system administrator.

The bidder should describe how an account will be set up for each print job.

The bidder should provide a sample of a printed document.

**NETWORK AND COMMUNICATIONS CAPABILITY**

The bidder should describe network and communication capabilities and restrictions including:

- Method by which connectivity to other networks will be prohibited or restricted
- Method by which communications between offenders will be prohibited
- Method by which connectivity to contractor will be enabled

**OFFENDER WORKSTATIONS**

The bidder should describe the configuration of the offender workstation.

The bidder should describe the security features of the offender workstations as they relate to:

- Restriction of connectivity
- Function restrictions

The bidder should describe the tolerance of the offender workstation to abuse, tampering and power fluctuations.

**SYSTEM ADMINISTRATOR WORKSTATION**

The bidder should describe the configuration of the system administrator workstation.

The bidder should describe the security features of the system administrator workstations as they relate to:

- Restriction of connectivity
- Tampering alerts, reports
- Function restrictions

The bidder should describe the tolerance of the system administrator workstation to abuse, tampering, and power fluctuations.

**SYSTEM SECURITY**

The bidder should describe the security features of the system including:

- Auto logoff capabilities
- Passwords

**MAINTENANCE**

The bidder should specify the process by which hardware and software problems will be identified, reported, tracked and resolved including:

- Roles and responsibilities of the state agency regarding problem resolution
- Problem escalation procedures including decision points
- Process to resolve hardware and software problems that are the contractor responsibility

The bidder should describe specific maintenance and repair procedures including:

- Requirements for access to system outside normal work hours of 8 am – 4 pm
- Repair or replacement of failed components
- Planning, scheduling, and installation of software fixes
- Planning, scheduling, and installation of software updates (new versions)
- Planning, scheduling, and relocation of equipment

The bidder should specify the maximum period of time that the system will be out of service due to repair or replacement of components and manner in which repair/replacement will be accomplished within the maximum time period.

The bidder should specify all requirements relating to preventive maintenance including:

- Roles and responsibilities of the state agency vs. the contractor
- Frequency of preventive maintenance
- Manner and time period in which preventive maintenance will be accomplished

The bidder should specify the processes and activities required to add additional workstations after the system is operational including:

- Planning and acquisition of additional workstations
- Construction of the workstation, including installation of software
- Addition/attachment of the workstation to the system
- Initiating operational capabilities for the workstation

The bidder should describe how replacement hardware will be delivered and time frames for delivery.



**TECHNICAL SUPPORT**

The bidder should describe the proposed phone in "help-desk" services including:

- Hours of availability
- Means to restrict use to authorized state agency staff only

The bidder should describe technical support from the point of initiation through resolution, including contact information and method.

The bidder should describe the online help functions that will be available to offenders.

The bidder should describe how offenders will be restricted from accessing help functions relating to system administration.

The bidder should describe the online help functions that will be available to system administrator.

**TRAINING**

The bidder should describe the level of general knowledge of and experience operating computer hardware and software that will be required of offenders.

The bidder should describe written and/or online training materials that will be provided for offenders.

The bidder should describe the level of general knowledge of and experience operating computer hardware and software that will be required of system administrators.

The bidder should describe the training that will be provided to system administrators both initially and on going.

The bidder should describe written and/or online training materials that will be provided for system administrators.

**OPTIONAL SERVICES**

The bidder should provide specific details as to the methodology and equipment relating to how the optional service will be provided.

**SUBCONTRACTORS**

The bidder should describe how each sub contractor and sub-subcontractor will be utilized in the performance of the contract and what contractor staff will provide oversight to the subcontractors.

The bidder should provide information on the experience, reliability and expertise of any proposed subcontractor or sub-subcontractor to be utilized in the performance of the contract.

**TERMS AND CONDITIONS**

The bidder should submit any terms and conditions that will require the signature of the Department for use of their third party software or documents.

**ADDITIONAL QUESTIONS TO BE ANSWERED**

- 1 Librarians Passwords shall be changeable at their discretion without a Tech issue being generated. Back up users or other user passwords will require approval of the LSC.
- 2 Pagination of documents, All documents displayed shall indicate the number of pages that will be printed (approximately).
- 3 Printing will be limited to a Printing Account. This account will have only the offender access and have the ability to print.

4. System will allow for printing what is displayed on the screen such as a list of cases or citations from search results.
5. No system menus or Toolbars will be visible to the offender, nor will they be able to add this option using Hot keys. Offenders will not be able to view/change settings or access any screens other than the program. Offenders will not be able to navigate anywhere on the computer from any point on the computer.
6. Vendor should define the process used for starting the computers each day, what steps need to be taken, including turning the computer on/off, boot sequences etc. Systems should not require staff interaction to work.
7. Electrical outlets are not located with 3 ft of terminals. Vender will need to account for up to 9 feet from primary electrical source. Surge protectors are allowed, extension cords are not.
8. There shall be no screens that interfere with offender research, if there is no real security violation.
9. Content support for the actual program should be geared toward the actual product. Generic customer support will not be acceptable due to the unique interface required by corrections.
10. Database that have Table of Contents (TOCs) shall be available for searching both by term searching and by browsing the TOC.
11. Access to all required content must available directly from Search screens, secondary searching (or going into one document to reach the one you need) to reach content as the only point of access is not acceptable.
12. All equipment must work with in current spaces assigned. Terminal cases must be able to sit on desktops, 36W by 18 d. or be able to sit on the floor. No modifications to DOC furniture will be allowed. Server Space is 36" x 48 x 36.
13. Forms / formats need to be available if PDF format is the only format then viewable but not editable is acceptable.
14. Statues must include not only the current year but historical statutes as well.

**EXHIBIT D**

**SUBMISSION IS OPTIONAL**

**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The bidder must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract.

If the bidder is a qualified MBE and/or WBE, the bidder must indicate the percentage of the contract value that the bidder will provide.

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
<b>Total MBE:</b>		<b>Total WBE:</b>	

NOTE: In order to be a **qualified** MBE or WBE for purposes of this IFB, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

**EXHIBIT E  
SUBMISSION IS OPTIONAL**

**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The bidder must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this bid must complete a copy of this exhibit separately. If the bidder qualifies as a MBE and/or WBE, the bidder must also complete this exhibit. These completed documentation of MBE/WBE participation exhibits must be submitted with the bidder's bid.

Indicate appropriate business classification(s): \_\_\_\_\_ MBE \_\_\_\_\_ WBE

Name of MBE/WBE firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

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

Provide an estimate of the total dollar value and the percentage dollar value in relation to the total dollar value of the contract of the products/services you are providing for the contract.

\$ \_\_\_\_\_ %

Provide or attach an explanation of the assumptions used in the development of the above estimates.

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

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below. By signing below, the undersigned hereby affirms that he/she or the company that he/she represents meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: \_\_\_\_\_

MBE/WBE Certification Number: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

Signature of MBE/WBE Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**EXHIBIT F**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Department of Corrections has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

Definitions:

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

**Service-Disabled Veteran Business** is defined as a business concern:

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

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

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

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Bid/SFS/Contract 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 \_\_\_\_\_ (insert agency name) 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 G, continued**

**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 bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); 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 a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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 G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/contractor 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 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 to 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.)***

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



**EXHIBIT G, continued**

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

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

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s/contractor’s name and the MOU signature page completed and signed, , by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed and notarized within the last twelve months).

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

\_\_\_\_\_  
Authorized Business Entity  
Representative’s Signature

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

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

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

\_\_\_\_\_  
Date

Missouri State Agency or Public University\* Name \_\_\_\_\_  
Date of Submission \_\_\_\_\_

\_\_\_\_\_

Bid/Contract Number \_\_\_\_\_

- \* Public University includes the following five schools:
- 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
  - Division of Purchasing & Materials Management

(If known)

EXHIBIT H



STATE OF MISSOURI  
DEPARTMENT OF CORRECTIONS  
**VENDOR INFORMATION DATA**

**Purchasing Section**  
P.O. Box 236  
Jefferson City, Missouri 65102  
Telephone: (573) 526-3268 Fax: (573) 522-8407

BUSINESS NAME AS FILED WITH THE IRS			
TAXPAYER ID TYPE <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		TAXPAYER IDENTIFICATION NUMBER OR SSN	
TAXPAYER MINORITY STATUS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Applicable		NOT FOR PROFIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
See <a href="http://oa.mo.gov/purch/mbewbe.htm">http://oa.mo.gov/purch/mbewbe.htm</a> for more information.			
MISSOURI MBE/WBE CERTIFICATION NUMBER			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER		FAX NUMBER	E-MAIL ADDRESS FOR NOTIFICATION OF BIDS
<b>PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)</b>			
BUSINESS NAME			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
CONTACT		TELEPHONE NUMBER	FAX NUMBER
The Office of Administration mandates all vendors to use Automatic Deposit for payment. That form can be found on-line at the following web address: <a href="http://oa.mo.gov/acct/vendor_ach_eftd.pdf">http://oa.mo.gov/acct/vendor_ach_eftd.pdf</a> .			
<b>CHIEF EXECUTIVE OFFICER</b>			
FULL NAME			
TITLE		TELEPHONE NUMBER	EXTENSION
<b>CONTRACT INTERESTS (X THOSE THAT APPLY)</b>			
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Cable-TV-Satellite	<input type="checkbox"/> Canteen Resale (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Commodity (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygram Exam Services	<input type="checkbox"/> Reentry-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input type="checkbox"/> Other (Specify Below)	<b>For service interests, specify the county(ies) you are willing to provide services or indicate statewide:</b>	
OTHER - SPECIFY			
BUSINESS WEBSITE (IF APPLICABLE)			
<b>NOTE:</b> Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at <a href="https://www.moolb.mo.gov">https://www.moolb.mo.gov</a> .			
SUBMITTED BY			DATE

**EXHIBIT J**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the bidder commits to use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>
1.	
2.	

**EXHIBIT K**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

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

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind \_\_\_\_\_ Workshop

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

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

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

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

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

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

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

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

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**TERMS AND CONDITIONS – INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### 3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

### 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Department and the bidder, if such bidder is selected for contract award. The clarification conference 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. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department office may be modified by signed, written notice which has been received by the Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department office may only be withdrawn by a signed, written notice or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department 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.

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by 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 which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by Department.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) 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 State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. 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. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.



- d. Payment for all equipment, supplies and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. 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 state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

## **11. DELIVERY**

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

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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.

## **13. 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 state's acceptance of or payment for said equipment, supplies and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the Department, its governing body or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. 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.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state 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.

## **17. COMMUNICATIONS AND NOTICES**

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

## **18. 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.

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

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.

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

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. 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;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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.

## **21. AMERICANS WITH DISABILITIES ACT**

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).

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

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.

**ATTACHMENT 1  
LIST OF LOCATIONS AND REQUIREMENTS**

<b>Location</b>	<b>Custody Level</b>	<b>Offender Population Capacity</b>	<b>Legal Library Hours</b>	<b>Estimated Additional Offender Workstations</b>	<b>Printer Requirements</b>
Algoa Correctional Center Jefferson City, MO	2	1565	T, W, F, Sa 9a – 8p	2	Basic
Boonville Correctional Center Boonville, MO	3 Trtmt	1256 60	M - F 8a – 8p	1	Basic
Chillicothe Correctional Center Chillicothe, MO	2 - 5	525	Tu - F 9a – 8p	1	Basic
Crossroads Correctional Center Cameron, MO	5	1500	M – F 8a – 8p	9	Workgroup Laser Printer
Eastern Reception, Diagnostic, & Correctional Center Bonne Terre, MO	R & D 4 5 2	1007 1581 96	M – F 8a – 6p	11	Workgroup Laser Printer
Farmington Correctional Center Farmington, MO	2 & 4 Trtmt	2257 375	M – F 8a – 9p	6	Basic
Fulton Reception & Diagnostic Center Fulton, MO	R & D 3	1072 200	M – F 8a – 4 p	2	Basic
Jefferson City Correctional Center Jefferson City, MO	5	1996	M – F 10a – 8p	13	Workgroup Laser Printer
Maryville Treatment Center Maryville, MO	2	525	M – F 9a – 9p	0	Basic
Missouri Eastern Correctional Center Pacific, MO	3	1100	M – Th 8a – 7p	2	Basic
Moberly Correctional Center Moberly, MO	3	1800	M – F 8a – 9p	3	Basic
Northeast Correctional Center Bowling Green, MO	4	1935	M – Sa 8a – 9p	4	Basic
Ozark Correctional Center Fordland, MO	2	650	W – Sa 9a – 8p	0	Basic
Potosi Correctional Center Mineral Point, MO	5 2	772 80	M – F 8a – 4p	13	Workgroup Laser Printer
South Central Correctional Center Licking, MO	5 2	1450 192	M – F 8a – 8p	8	Workgroup Laser Printer
Southeast Correctional Center Charleston, MO	5 2	1450 192	M – F 8a – 9p	9	Workgroup Laser Printer
Tipton Correctional Center Tipton, MO	2	1088	M – Sa 8a – 4p	2	Basic
Western Missouri Correctional Center Cameron, MO	3 - 4	1925	Su – Sa 8a – 8p	7	Basic
Western Reception, Diagnostic, & Correctional Center St. Joseph, MO	R & D 2 Trtmt	529 755 650	Tu – Sa 9a – 9p	3	Basic
Women's Eastern Reception, Diagnostic, & Correctional Center Vandalia, MO	R & D 2 5 Trtmt	100 1560 240	Su – Sa 8a – 9p	2	Basic

\*R&D - intake population receiving orientation, classification and assignment to another facility

Trtmt – a Treatment Center that is normally a separate housing unit

2 - Minimum Security, 3 – Medium Security 4 & 5 – Maximum Security

\* DOC will consider optional standalone at Crossroads Correctional Center, Eastern Reception Diagnostic Correctional Center, Fulton Reception Diagnostic Correctional Center, Potosi Correctional Center, South Central Correctional Center, Southeast Correctional Center, Western Missouri Correctional Center and Western Reception Diagnostic Correctional Center.

**ATTACHMENT 2**  
**Minimum Resources List**  
**Missouri Department of Corrections Law Libraries (2006)**

**FEDERAL**

Supreme Court Reporter

Federal Reporter

Federal Supplement

United States Code Annotated

Federal Sentencing Guidelines

Federal Local Court Rules (including District and Appellate Courts)

Federal Rules of Evidence

Federal Rules of Civil and Criminal Procedure

Federal Forms

Federal Practice and Procedure, including

- Civil and Criminal Judicial Procedure and Rules
- Habeas Corpus Practice and Procedure
- Jury Practice and Instructions
- Appellate Practice and Procedure

**All States**

State Reporters

Revised Statutes, both current and prior versions

**MISSOURI**

Missouri Annotated Revised Statutes, both current & historical statutes for Missouri and U.S. Constitutions

Missouri Administrative Code

Missouri Court Rules – Supreme Court Operating Rules and local circuit court rules

Missouri Forms

Missouri Practice or an equivalent secondary source that includes:

- Civil and Criminal Judicial Procedure and Rules
- Post-Conviction and Habeas Corpus Relief
- Appellate Practice and Procedure

Missouri Criminal and Civil Forms Books

**REFERENCE MANUALS**

Black's Law Dictionary, or equivalent publication (both in print and online)

Law of Probation and Parole (federal and state)

Prisoners and the Law

Guidebook on Legal Research and Writing

Guidebook on Civil Rights

Guidebook for the Pro Se Criminal Defendant

**Attachment 3**  
**Missouri Department of Corrections Institutional Librarian Hours**

Institution	Address	Librarian	Phone #	Hours
ACC	8501 No More Victims Road Jefferson City, MO 65101	Julie Koenigsfeld	(573) 751-3911 x640	Tues, Wed, Fri & Sat: 9 am - 8 pm
BCC	1216 E. Morgan Street Boonville, MO 65233	Shirl Johnson	(660) 882-6521 x339	Tue & Thurs. 11:30 am - 8:00 pm; Wed, Fri, Sat 7:30 am - 4:00 pm
CCC	3151 Litton Road Chillicothe, MO 64601	Janice Kaden	(660) 646-4032 x275	Mon. Wed. Thurs 11:45 am-8:15 pm Tues and Fri 7:45 am-4:15 pm
CRCC	1115 E. Pence Road Cameron, MO 64429	Becky Holt	(816) 632-2727 x1285	Mon - Thurs: 11:30 am - 8 pm; Fri: 8 am - 4:30 pm
		Valerie Ring		Mon - Fri: 7:30 am - 4 pm
ERDCC	2727 Highway K Bonne Terre, MO 63628	Doris Brooks	(573) 358-5516 x1316/1321	Mon - Thurs: 7:30 am - 6 pm
		Melba Miller		Tues - Thurs: 8:30 am - 7 pm ; Fri . 8:00am - 6:30 pm
FCC	1012 West Columbia Farmington, MO 63640	Gwenn Botkin	(573) 218-7100 x346	Mon -Tues: 11:30 pm - 8 pm; Wed - Fri 7:30am - 4 pm
		Karen Stuchell		Tues- Sat: 7:30am - 4 pm
FRDC	P.O. Box 109; 1393 Highway O Fulton, MO 65251	Whitney Petros	(573) 592-4040 x523	Mon - Fri: 7:30 am - 4 pm
JCCC	8200 No More Victims Road Jefferson City, MO 65101	Robyn Combs	(573) 751-3224 x1142	Mon- Wed. : 12 pm-8:30 pm ; Thurs. - Friday: 7:30 am-4:00 pm
		Barb Tucker		Mon- Wed. : 7:30 am-4:00 pm Thurs. - Friday: 12 pm-8:30 pm
MTC	30227 US Hwy 136 Maryville, MO 64468	Brenda Jennings	(660) 582-6542	Mon - Fri: 8 am - 4:30 pm
MECC	18701 US Hwy 66 Pacific, MO 63069	Renee Payton	(636) 257-3322 x1219	Mon & Tues: 11:30 am - 8 pm;Wed - Fri: 7:30 am - 4 pm
MCC	5201 South Morley; P.O. Box 7 Moberly, MO 65270	Jennifer Cook	(660) 263-3778 x4421	Mon- Fri: 12:30 pm - 9 pm ;
		Terri Lucas		Mon- Fri: 8:00 am - 4:30 pm;
NECC	13698 Airport Road Bowling Green, MO 63334	Joyce Edwards	(573) 324-9975 x3604	Mon - Fri: 7:30 am - 4 pm
OCC	929 Honor Camp Lane Fordland, MO 65652	Kyla Richtman	(417) 767-4491 x2274	Tues., Fri., & Sat.: 8:30am – 5pm Wed. & Thurs.: 11:30am – 8pm
PCC	11593 St. Highway O Mineral Point, MO 63660	Leslie Hayes	(573) 438-6000 x1560	Mon - Fri. 7:30 am - 4pm
SCCC	255 W. Hwy. 32 Licking, MO 65542	Denese Young	(573) 674-4470 x1065	Mon & Tues: 7:30 am - 4 pm ; Wed - Fri: 12 pm - 8:30 pm;
		Christopher Marks		Mon & Tues: 12 pm - 8:30 pm; Wed - Fri: 7:30 am - 4 pm
SECC	300 East Pedro Simmons Drive Charleston, MO 63834	Sandria Hutcheson	(573) 683-4409 x1830	Mon & Tue: 12 pm-8:30 pm; Wed & Thur: 7:45 am-4:15 pm; Friday 7:45 am-4:15 pm
		Dorothy Wright		Mon & Tue: 7:45 am-4:15 pm; Wed & Thur: 12 pm-8:30 pm; Friday 7:45 am-4:15 pm
TCC	619 N. Osage Tipton, MO 65081	Carol Rhoads	(660) 433-2031 x2325	Mon: 12 pm - 8:30 pm; Tues - Fri: 8 am - 4:30 pm
WMCC		Ray Hoffman	(816) 632-1390 x4121	Mon - Thur: 12 pm - 8:30 pm; Fri 8 am - 4:30 pm
WRDCC	3401 Faraon St. Saint Joseph, MO 64506	Jonnette McCart	(816) 387-2158 x1609	Monday 10:30 am-7 pm; Tuesday-Friday 7:30 am-4 pm
WERDCC	P.O. Box 300; 1101 Hwy 54 Vandalia, MO 63352	Cherry Pasley	(573) 594-6686 x2761	Tues - Thurs: 12:30 pm - 9 pm; Fri & Sat: 7:30 am - 4 pm
		Janet Shaw		Sun - Tues: 12:30 pm - 9 pm; Wed & Thurs: 8:15 am - 4:45 pm