

INVITATION FOR BID



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

IFB 15708167

Life Skills and Basic Parenting Skills
Group Sessions

For

Department of Corrections
Eastern Region

Contract Period: Date of Award through One Year

Date of Issue: June 30, 2015
Page 1 of 52

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.Fredrick@doc.mo.gov

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, July 30, 2015

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

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

Company Name:

Mailing Address:

City, State Zip:

Telephone:

Fax:

Federal EIN:

State Vendor #:

Email:

Authorized Signer's Printed Name and Title:

Authorized Signature:

Date:

NOTICE OF AWARD:

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

Contract No.

Ellis McSwain, Chairman, Board of Probation and Parole

Date

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

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations to provide Life Skills and Basic Parenting Skills group sessions for the Department of Corrections, Division of Probation and Parole (hereinafter referred to as the Department), in accordance with the terms and conditions set forth herein.

1.2 Questions Regarding the IFB:

1.2.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.

a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer of Record.

1) The bidder may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.Fredrick@doc.mo.gov.

c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

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

1.3 Organization:

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

Section 1 – Introduction and General Information	Exhibits A-J
Section 2 – Performance Requirements	Terms and Conditions
Section 3 – General Contractual Requirements	
Section 4 – Bid Submission, Evaluation, and Award Information	

1.4 General Information:

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

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

1.5 Background Information:

1.5.1 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.

1.5.2 A current contract exists for these services being obtained via this IFB. The contract number is Y11708152.

- a. Viewing the contract – A copy of the contract can be viewed and printed from the Department’s website located on the internet at: http://doc.mo.gov/DHS/Professional_Services_Awarded.php . Please reference the contract number shown above when searching for the document.
- b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

1.5.3 The Department is charged with supervision of offenders (hereinafter referred to as “participants”) released from an institution or placed on Probation by the courts and assisting them in successful re-entry into the community. Many of these participants lack sufficient life skills for successful community involvement. The Department seeks to secure services for these participants as designated and referred by Department representatives.

1.5.4 The BASES (Breaking Through to Achieve Success Early in Supervision) Program was created to assist participants in reaching early success in life and parenting skills while under supervision. The BASES Program includes “Pathways to Change”, substance abuse education, employment, life skills, and problem solving as the core classes. The BASES Program also has an on-site computer lab with five computers to assist the clients with completing resumes, cover letters, and job searching. The BASES Program is partnering with community resources for employment.

1.5.5 ***Funds*** – Expenditures from federal funds are not included in this contract.

1.5.6 The average class size is fifteen (15) participants and the Department currently pays \$75 per class.

END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

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

2.1 General Requirements:

- 2.1.1 The contractor shall provide life skills and basic parenting skills group sessions to participants referred by the Department for services for the BASES Program located at 220 S. Jefferson, St. Louis, Missouri, in accordance with the provisions and requirements set forth herein. The Department makes no guarantee as to the minimum or maximum number of any specific service units that shall be required.
- 2.1.2 The contractor should have at least three (3) years experience in the knowledge base and foundation of the curriculum being provided.
- 2.1.3 The contractor shall perform all services to the sole satisfaction of the designated Department staff, and the Department will be the final judge of the quality of the contractor's performance under the contract.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment and supplies necessary to perform the services required herein.
- 2.1.5 The Department shall have the right, at any time, to review and approve all written communications and materials developed and used by the contractor to communicate with participants. In addition, the contractor shall coordinate and submit for approval all materials and curriculum development information to the designated Department representative.
 - a. The contractor shall not use the name, logo, or any other identifying marks of the State of Missouri or the Department on any materials produced or issued without the prior written approval of the Department.
- 2.1.6 Disputes arising from conflicts with Departmental policy or other service provision shall be resolved through collaboration by the Probation and Parole Administrator or designee and the contractor.
- 2.1.7 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the designated Department staff, and the Department will be the final judge of the quality of the contractor's performance under the contract.

2.2 Scope of Work:

- 2.2.1 The contractor shall present material to participants in the form of lectures, videos, and guest speakers.
- 2.2.2 The contractor shall address multiple topics on specific aspects of adult life skills and parenting skills with each participant to develop positive goals. The contractor's life skills and parenting skills curriculum shall be approved by the Department's Division of Offender Rehabilitative Services Education Section. If deemed necessary, the instructor shall provide one-on-one guidance to participants. The recommended topics to be addressed in group sessions in the contractor's program design may include, but shall not be limited to, components that educate and assist participants in:

- a. Preparing and maintaining a household budget;
- b. benefits of a bank account compared to using check cashing facilities;
- c. how children learn/how fathers influence their children;
- d. personal hygiene and appearance;
- e. proper discipline and guidance for children;
- f. dealing with stress – coping strategies;
- g. conflict resolution – maintaining your cool and reflecting;
- h. relationships – healthy interaction with children;
- i. the value of work – why work?;
- j. social skills – appropriate communication and interaction;
- k. education – what is the value for me?
- l. trauma – coping skills/community survival; and
- m. violence – dealing and coping with violence within the community.

1) These recommended topics are a guide and shall not be interpreted as mandatory.

- 2.2.3 The contractor shall provide a detailed and specific outline for the content of each of the program sessions and submit it to the Department's designated unit supervisor managing the program at least two weeks prior to the session.
- 2.2.4 The contractor shall provide group sessions one (1) time weekly, two (2) hours in length, and cover one different topic such as is indicated in paragraph 2.2.2 at each session. Sessions shall be provided in six (6) week cycles. Each two (2) hour session shall be held on a specific weekday and at a scheduled time as approved in advance by the Department.
- 2.2.5 Sessions shall allow for participants to enter the program at any point during the six (6) week cycle, fully participate in each of the two (2) hour sessions, and continue into the next six (6) week cycle until the participant has completed a full six (6) week cycle.
- 2.2.6 A minimum of a thirty (30) question pre-test measuring the participant's before-hand knowledge of materials to be taught shall be administered to the participant during the participant's first group session. In addition, a minimum of a thirty (30) question post-test measuring the participant's knowledge and ability to apply the knowledge shall be administered after the participant's last group session. The contractor shall provide a copy of the pre-test and post-test within five (5) business days of administrating to participants.
- 2.2.7 Documentation of attendance and participation will be maintained by the Department's BASES Probation and Parole staff.
- a. The Department will develop a participant activity checklist which will be incorporated with the sign-in sheet. The contractor shall submit both the participant activity checklist and sign-in sheet to the Department staff on a weekly basis. The participant activity checklist shall inform Department staff of the participant's level of effort and understanding in the group sessions. At a minimum, the checklist shall identify each of the following for each participant:
 - 1) Group participation;
 - 2) grasp of material;
 - 3) paying attention in group sessions;
 - 4) appropriate responses and answers; and
 - 5) return from break on time.

2.3 Invoicing and Payment Requirements:

- 2.3.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application which is down-loadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx> .
- 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.
- 2.3.2 On or before the tenth (10th) day of each month, the contractor shall submit an itemized invoice listing each participant's name alphabetically for services provided to include dates of service and type of service during the previous month to:
- Department of Corrections
Accounts Payable/Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102
- a. The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.3.3 Payment Terms – Upon receipt and approval of the services provided, the Department will process the invoice subject to the following.
- a. The contractor shall invoice for services provided at the contracted unit price as stated on **EXHIBIT A, Pricing Page**.
 - b. If 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 of such change.
 - c. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
 - d. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.
 - e. Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.
- 2.3.4 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, the Department may withhold payment or reject invoices under the contract.

2.3.5 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department, or (2) deduct the overpayment from the monthly invoices as requested by the Department.

2.4 Personnel Requirements:

2.4.1 In the performance of the services required herein, the contractor should recruit and utilize personnel and guest speakers to provide services to the participants. Therefore, references to “the contractor” in regard to specific services required throughout this document shall also be deemed to include personnel provided by the contractor.

2.4.2 All contractor, subcontractor employees, and others acting under the contractor’s control who provide services must be 21 years of age and must submit to and pass a background investigation conducted by the Department or its designee in order to provide services. The contractor, its employees, agents, subcontractors, and subcontractors' employees understand and agree that the Department may complete criminal background checks every year for the contractor, its employees, agents, subcontractors, and subcontractors' employees that have the potential to have contact with participants. Such investigation shall be equivalent to investigations required of all personnel employed by the Department.

2.4.3 The contractor, its employees and others acting under the contractor's control shall at all times observe and comply with all applicable State Statutes, Department rules, regulations, guidelines, internal management policy and procedures and general orders of the Department that are applicable, current, or hereafter adopted regarding operations and activities in and about all Department property.

2.4.4 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written Division Director approval in advance.

2.4.5 The contractor’s life skills instructor(s) must minimally have a bachelor’s degree in appropriate coursework or in the field of education.

- a. The contractor shall be responsible for the licensing/certification supervision of members of the contractor's staff who, because of a professional standard or statutory regulation, require the supervision of a Missouri licensed professional. The contractor shall only provide individuals requiring such supervision with the Department's **prior** approval.

2.4.6 The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Statutes of Missouri that address the provisions of professional services in the State of Missouri. Any and all licensure held by the contractor’s personnel must be current.

2.4.7 The contractor shall provide the Department with current curriculum vitae information and evidence of licensure and/or certification of any member of the contractor’s staff prior to the employment of the person for on-site delivery of services. Accordingly, the Department shall have the right of approval prior to the hiring, actual employment, and placement of any staff member.

2.4.8 The contractor shall establish a goal for the employment of a diversified staff which reflects the ethnicity and cultural diversity of the target population. The goal and plan to meet this objective must be included in the contractor's policy and procedure manual that shall be available to the Department upon request.

- 2.4.9 If the Department is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the Department's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the Department, the contractor shall replace the staff member with appropriate part-time or overtime staff until a full-time replacement, approved by the Department, can be employed. In such instances, the contractor must maintain the number of FTEs in the staffing plan included with the contractor's awarded bid.
- 2.4.10 The contractor shall be responsible for supervising its employees. The unique nature of working within the Department, including safety and security issues, requires the Department to carefully monitor the contractor's employees when they are working at a Department facility. Any concerns a Department employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the District Administrator/designee in order that proper communications can occur with the contractor.
- a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's staff. The contractor must provide a means, and orient the staff members to such means, of resolving complaints or problems regarding the contractor's work at a Department facility. Because of the unique nature of the work, close cooperation between the contractor and Department employees shall be required. However, the contractor is responsible to see that contractor's staff work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for staff problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The contractor shall provide written communications to the Department regarding any action requested of the Department based on a complaint from a member of the contractor's staff.
- 2.4.11 The contractor shall submit **EXHIBIT D, Expertise of Key Personnel** to the Probation and Parole District Administrator/designee on a monthly basis within the first five (5) working days of each month. **EXHIBIT D** must be thoroughly completed and up to date in its entirety including names, positions, qualifications and licensure, certification and registration numbers of all persons associated with the provision of services under the contract. The contractor shall identify the staff member responsible for staff supervision and what percentage of FTEs is devoted to supervision on **EXHIBIT D, Expertise of Key Personnel**.
- 2.4.12 For the purposes of this contract, minimum staffing shall be defined as including the individual positions listed in the contractor's **EXHIBIT D, Expertise of Key Personnel** included with its bid at the time of submission. The contractor shall maintain minimum staffing levels of services personnel throughout all periods of this contract. Additions of staff members following contract award shall be considered as an increase to the contractor's minimum staffing level.
- a. The contractor must provide written notification to the District Administrator if staffing falls below the minimum levels guaranteed in **EXHIBIT D, Expertise of Key Personnel** for a period in excess of two (2) weeks.
- b. In the absence of a contractor's staff member, other qualified contractor staff may provide duties on a temporary basis as agreed to by the Department; however, said staff may not be assigned to more than one (1) duty at a given time and said duties shall not conflict with each other.
- c. The contractor shall report to the District Administrator when any personnel performing under

the terms of the contract are terminated for disciplinary reasons. Whenever possible, a consultation should occur prior to staff terminations, but at minimum, the District Administrator shall be informed within forty-eight (48) hours of the termination.

2.5 Interpretive/Translation Services:

2.5.1 The Department shall determine whether a participant requires interpretive/translation services due to a participant's physical impairment or language barrier. Such services shall be the financial responsibility of the Department.

2.6 Other Requirements:

2.6.1 Meeting Requirements - The contractor shall attend and participate in monthly meetings, at a mutually agreed to time, with BASES Program staff.

- a. The contractor shall meet with the Department appointed staff 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.
- b. At the request of the Department, the contractor's managers and associated administrative personnel shall attend periodic Department staff meetings. These meetings may be held regionally or in Jefferson City, Missouri depending on the nature of the agenda. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.

2.6.2 Audit Requirements - At any and all times, the contractor must provide the Department and any Department designee, 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 a Department 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. 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 that 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 Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Department Comptroller. The contractor further agrees that any audit dis-allowance pertaining to the contract shall be the sole responsibility of the

contractor.

- d. 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.

2.6.3 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- c. The contractor shall maintain strict confidentiality of all participant information or records supplied to it by the Department or whatever the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the participant unless such disclosure is required by law.
 - 1) The contractor shall assume liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
- d. Any contractor that qualifies as a covered entity under the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) shall comply with all the applicable provisions of those standards.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 Contractual Requirements:

- 3.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the response (bid), if any, and (4) the Department's acceptance of the response (bid) by "Notice of Award". All exhibits and attachments included in the IFB shall be incorporated into the contract by reference.
- a. A Notice of Award issued by the Department does not constitute an authorization or a directive to proceed with services. Before providing services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, or any portion thereof. 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 contract amendment.
- 3.1.3 Renewal Periods - If the Department exercises its 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 **EXHIBIT A, Pricing Page**.
- a. If renewal prices are not provided, then the price during the renewal period shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the Department may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be

terminated and a new procurement process may be conducted.

3.1.4 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

- a. The termination shall be effective thirty (30) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its participants before the end of the thirty (30) day period.

3.1.5 Transition: Upon award of the contract, the contractor shall work with the Department and any other individuals/organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

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

- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
- 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) The contractor shall not accept any new participants on behalf of the Department nor be paid for service to any new participants by the Department if service is implemented after the termination or cancellation date of the contract. In the event that services for a participant are referred or transferred to another individual or organization, the contractor shall furnish all records and recommendations which are necessary to ensure continuity and consistency of services for the participant.

- 1) The contractor must obtain specific written approval from the Department prior to providing continuing services to any participant after the termination or cancellation of the contract. The written approval must identify the specific participant and contain a date for the termination of service for the participant.

3.1.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition,

the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees and assignees.

3.1.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

- a. Written evidence of the insurance shall be provided by the contractor to the Department prior to performance under the contract OR by no later than fifteen (15) calendar days after the effective date of the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- b. In the event the insurance coverage is canceled, the Department must be notified immediately.

3.1.8 Contractor's Employees - The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on participant, or participant on participant, sexual harassment, sexual assault, sexual abuse and consensual sex.

- a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the Department. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between participants, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
- b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the classroom and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- c. The contractor, its employees and agents shall not interact with the participants except as is necessary to perform the requirements of the contract. The contractor, its employees and agents

shall not give anything to nor accept anything from the participants except in the normal performance of the contract.

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

3.1.9 Subcontractors: Any subcontract for the services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the 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 Department and the contractor.

- a. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein.
- c. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530 RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 RSMo to 285.550 RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo, and shall not henceforth be in such violation, and;
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
- b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If

the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future 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 Department determines 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 Department 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 Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. 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/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

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

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

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.

- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
 - 2) Provide to the Department the documentation required in **EXHIBIT I, 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 Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled **EXHIBIT I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.13 Contractor Status - The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employee(s) to be employee(s) of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees) and damage of any kind related to such matters.
- 3.1.14 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 throughout the effective period of the contract.
- 3.1.15 Property of State - All documents, data, reports and accomplishments prepared, furnished, or completed by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 3.1.16 Contractor Equipment Use:
- a. Title to any equipment provided by the contractor shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an

amount that the contractor deems appropriate.

- 3.1.17 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.1.18 Inventions, Patents, and Copyrights - If any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

END OF SECTION 3: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 The bidder should include five (5) additional hard copies along with the original bid. The bidder should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid. The bidder should provide one (1) electronic copy of their entire bid, first to last page, which is identical to its original bid. The electronic copy should be one (1) document submitted on a CD or flash drive in PDF format and included with the original bid.
- a. Bids must be signed and returned with all necessary attachments to the Purchasing Section by the bid date and time as stated on the first page of this IFB. Specifically, **any** form containing a signature line such as page 1 of the original IFB and any amendments thereafter, **EXHIBIT A, Pricing Page**, etc., shall be manually signed and returned as part of the bid.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
 - c. The front cover of the original bid should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is awarded. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public including personal identifying information such as social security numbers.
- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
 - b. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the Department’s imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php> .
- 4.1.3 Submission of Information – To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder’s sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The bidder’s failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.4 Vendor Information Data Form - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov .

4.2 Evaluation and Award Process:

4.2.1 After determining a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the bidder with the highest total points.

Evaluation Criteria Scoring Category	Maximum Points
Cost	50
Experience and Reliability	10
Expertise of Personnel	15
Method of Performance	25

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

4.2 Evaluation of Cost:

4.2.1 The bidder must submit a **firm fixed price** for the initial contract period and a maximum price for each renewal option period on **EXHIBIT A, Pricing Page**. Failure to provide pricing shall render the bid as non-responsive.

4.2.2 The prices shall include all miscellaneous costs including, but not limited to, material, labor, equipment and supplies necessary to perform the services required herein.

4.2.3 The cost evaluation shall include the original contract period plus the renewal periods. An estimated quantity of fifty-two (52) will be taken into consideration to compute the total price for the original contract period and renewal periods.

4.2.4 For evaluation purposes only, the initial contract cost shall be calculated by multiplying the firm fixed 2-hour session price indicated on **EXHIBIT A, Pricing Page** by fifty-two (52). A cost for each renewal period will be calculated in the same manner. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price.

4.2.5 Determination of Lowest Priced Bidder including Consideration of Preferences – After completing the cost evaluation and determining preference bonus points, the assignment of objective cost points shall be based upon the original contract period plus the potential renewal periods, utilizing the following formula:

$$\frac{\text{Lowest Responsive Total Evaluated Bid Price}}{\text{Compared Total Evaluated Bid Price}} \times 50 + \text{Earned Preference Points} = \text{Total Cost Points}$$

a. **NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.**

4.2.6 The bidder herein warrants that the prices offered for services does not exceed the bidder's current fees charged to the general public for equal or similar services available within the community.

- 4.2.7 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.
- 4.2.8 The bidder attests that the prices quoted in the bid are fair and 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.
- 4.2.9 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.3 Evaluation of Bidder's Experience, and Expertise of Personnel:

- 4.3.1 Experience and reliability of the bidder or the bidder's organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit information concerning the bidder's organization and information documenting the bidder's experience in past performances, especially those performances related to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor.
- a. Bidder Information – The bidder should provide information about the bidder's organization on **EXHIBIT B, Bidder Information**.
 - b. Experience - The bidder should complete **EXHIBIT C, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.
 - 1) As part of the evaluation process, the Department may contact the bidder's references, including references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder.
 - 2) The bidder shall agree and understand that the Department is not obligated to contact the bidder's references.
- 4.3.2 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. Personnel Expertise - The bidder should provide the information requested on **EXHIBIT D, Expertise of Key Personnel**, for each key person proposed to provide the services required herein. If additional personnel resources are available, the bidder may provide information for such personnel by completing **EXHIBIT E, Expertise of Personnel**.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this IFB.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services

performed, and whether the person is proposed for the same services for the Department.

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

4.4 Evaluation of Method of Performance:

- 4.4.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Therefore, the bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements.
- 4.4.2 Description of Proposed Services – **EXHIBIT F, Method of Performance**, is provided for the bidder's use in providing information about the proposed method of performance. The bidder should present a detailed description of all service proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all services proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
 - a. The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version, as an original idea.
- 4.4.3 Preprinted Marketing Materials – The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.
 - a. It is the bidder's responsibility to provide detailed information about how the services bid meet the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the services meet the Department's mandatory requirements. In the event this information is not submitted with the bid, the Buyer of Record may, but is not required to, seek written clarification from the bidder to provide assurance that the services bid meet specifications.
- 4.4.4 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.

- a. Bidders should note: A descriptive brochure of the services bid may not be acceptable as clear identification of deviations from the written specification.

4.5 Preferences:

4.5.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The bidder must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the 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) In order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - ✓ Participation Commitment - The bidder must complete the appropriate page of **EXHIBIT G, Participation Commitment**, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, 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 H, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
 - ✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Department or to the Office of Administration, Division of Purchasing and Materials Management, the bidder **must** provide the following Service-Disabled Veteran (SDV) documents:
 - a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and

- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE: If the bidder submitting the bid is a qualified SDVE, the bidder must include the SDV Documents as evidence that the bidder qualifies as an SDVE. However, the bidder is not required to complete **EXHIBIT H, Documentation of Intent to Participate** form or provide a recently dated letter of intent.

- b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on **EXHIBIT G, Participation Commitment**, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

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

organization for the blind or sheltered workshop is utilized to any extent in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- **Participation Commitment** - The bidder must complete the appropriate page of **EXHIBIT G, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment form.
- **Documentation of Intent to Participate** – The bidder must either provide a properly completed **EXHIBIT H, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- 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>
<http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT G**, shall be interpreted as a contractual requirement.

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

4.4 Other Bid Submission Requirements:

4.4.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions](#)).

[RSMO 285.525](#)), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **EXHIBIT I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **EXHIBIT I** must be submitted prior to an award of a contract.

- 4.4.2 **Miscellaneous Information** - The bidder should complete and submit **EXHIBIT J, Miscellaneous Information**.
- 4.4.3 **Compliance with Terms and Conditions** - The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.
- 4.4.4 **Business Compliance** - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

4.6 Contract Award

- 4.6.1 A sum total shall be calculated of cost points and subjective points. Award shall be made to the bidder whose bid meets the required specifications and has the highest total points.
- 4.6.2 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.
- 4.6.3 *Other Considerations* – The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering

.END OF BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

EXHIBIT A
Pricing Page

The bidder shall provide a firm fixed price per 2-hour class session for **Life Skills and Basic Parenting Skills Group Sessions** for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. All costs associated with providing the Life Skills and Basic Parenting Skills Group Sessions shall be included in the stated prices.

Line Item#	SERVICE DESCRIPTION	Original Contract Period <i>Firm Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
001	Life Skills and Basic Parenting Skills Group Sessions	\$ _____ Per 2 hour class session	\$ _____ Per 2 hour class session	\$ _____ Per 2 hour class session

Payment Terms:

The Department uses the Statewide Advantage System (SAMII) for Vendor Discounts, therefore the bidder should state below its discount terms offered for the prompt payment of invoices:

_____ % if paid within _____ days of receipt of an approved invoice

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

_____ days after effective date of contract award.

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

Company Name: _____

Authorized Signature: _____ Printed Name: _____

Date: _____ Email Address: _____

EXHIBIT B
Bidder Information

The bidder should provide the following information about the bidder's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the bidder's business, type of services performed, etc. Identify the bidder's website address, if any.
- c. Provide a list of and a short summary of information regarding the bidder's current contracts/clients. List, identify and provide reasons for each contract/client gained and lost in the past 3 years.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, and/or any parent/subsidiary affiliations with other firms, etc.

EXHIBIT C

Current/Prior Experience Verification

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

Bidder Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT D

Expertise of Key Personnel

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates:	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized training completed: include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to bidder. If employee, # of years. If subcontractor, describe other/past working relationships:	
Describe this person's responsibilities over the past 12 months:	
Previous employer(s), positions, and dates:	
Identify specific information about experience in: (clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience)	
Describe this person's experience in presentation of curriculum to groups:	
Describe this person's experience in working with offenders under supervision:	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services:	

EXHIBIT E

Expertise of Personnel

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

EXHIBIT F**METHOD OF PERFORMANCE**

The bidder should present a written plan for performing the requirements as specified in Section 2 of this IFB. In presenting such information, the bidder should specifically address each of the following issues:

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. The bidder is advised that consistency and compliance with the certification standards is an area of primary concern; therefore, the bidder should address how the bidder will consistently comply with those standards.
2. The bidder must specify how it will accommodate the specific and unique needs of participants identified with mental illness, borderline intellectual functioning, or mild retardation. In addition, the bidder should specify how it will serve participants with deficits and special needs in the following areas: reading (including illiteracy), written, spoken, or receptive language, learning disabilities, hearing, vision, and/or physical disabilities of any type.
3. The bidder shall detail how it will accommodate the requirements of the contract. The bidder should include its plan for ensuring the Department's expectations for the quantity of timeliness of assessments is met.
4. The bidder should submit a program schedule and curriculum for each program requirement indicated in the IFB.
5. The bidder should detail its proposal for meeting group education requirements.
6. If the bidder is requesting a waiver of any ADA certification requirement(s) relating to specified services of this document, the bidder shall supply a copy of said request(s) with their bid submission.
7. Organizational Chart - The bidder shall provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the bidder's organization.
8. Along with a detailed organizational chart, the bidder should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The bidder should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the bidder has other ongoing contracts that also require personnel resources, the bidder should document how sufficient resources will be provided to the State of Missouri.

EXHIBIT F continued on the next page

EXHIBIT F (Continued)Method of Performance

9. Economic Impact to Missouri - the bidder should describe the economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:
- Provide a description of the proposed services that will be performed by Missourians.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT G

Participation Commitment

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the 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.	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract. Product/Service(s) proposed: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

EXHIBIT G continued on the next page

EXHIBIT G (Continued)

Participation Commitment

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

EXHIBIT H

Documentation of Intent to Participate

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

~ Copy This Form for Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

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

Contact Name: _____

Email: _____

Address (If SDVE, provide MO Address): _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

SDVE's Website _____

Certification _____

(or attach copy of certification)

Address: _____

Expiration _____

Date: _____

Service-Disabled Veteran's _____

SDV's _____

(SDV) Name: _____

Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

*Date
(Dated no earlier than
the IFB issuance date)*

EXHIBIT H continued on the next page

EXHIBIT H (Continued)

Documentation of Intent to Participate

Service-Disabled Veteran Business Enterprise (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past five (5) years to the Department or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(NOTE: The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

- No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Department.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were submitted: _____
(If known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV’s Documents - Verification Completed By:

Procurement Officer

Date

EXHIBIT I

Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

BUSINESS ENTITY CERTIFICATION:

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

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

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	
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> 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)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> I am a self-employed individual with no employees; OR <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. </p> <p>I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ <i>Authorized Representative’s Signature</i></p>
<p>_____ Company Name (if applicable)</p>	<p>_____ Date</p>

EXHIBIT I (Continued)

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	<i>Authorized Business Entity Representative's Signature</i>
Business Entity Name	Date
E-Mail Address	

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

EXHIBIT I continued on the next page

EXHIBIT I, (Continued)

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary *Date*

EXHIBIT I, (Continued)

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of **Missouri Department** or **Public University*** to Which Previous E-Verify Documentation Submitted:

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s Name
(Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT J
Miscellaneous Information

If any services offered under this IFB are being performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the bidder’s proposed services being performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: ____ 1. Unique service. • EXPLAIN: _____ ____ 2. Foreign firm hired to market Missouri services to a foreign country. • Identify foreign country: _____ ____ 3. Economic cost factor exists • EXPLAIN: _____ ____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States: ____% • Specify what contract work would be performed outside the United States: _____		

Employee Bidding/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in bidder’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

EXHIBIT J (Continued)

Missouri Secretary of State/Authorization to Transact Business

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption stated in section 351.572.1 RSMo: _____ (List section and paragraph number)</p> <p>_____</p> <p>(State Legal Business Name)</p>

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

returns and taxes, including interest and additions to tax.

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

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

limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

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

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies

or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

consideration for award.

32. TITLES

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

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