

# INVITATION FOR BID



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

Buyer of Record:  
Beth Lambert, MBA  
Procurement Officer II  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

# IFB SDA411-065 AMENDMENT 001

Assessment and Substance Abuse Treatment  
Services Program

For

Department of Corrections:  
Chillicothe Correctional Center  
Northeast Correctional Center  
Women's Eastern Reception & Diagnostic  
Correctional Center

Contract Period: Date of Award through  
June 30, 2017

Date of Issue: June 14, 2016  
Page i of 76

**REVISED BY AMENDMENT #001**  
Bids Must Be Received No Later Than:

2:00 p.m., June 28, 2016

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

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: \_\_\_\_\_ Bid Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Matt Sturm, Director, Division of Offender Rehabilitative Services

\_\_\_\_\_  
Date

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

**Amendment #001 for IFB SDA411-065****Title: Assessment and Substance Abuse Treatment Services Program****Contract Period: Date of Award through June 30, 2017****PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED IFB SDA411-065 IS HEREBY AMENDED AS FOLLOWS:**

1. The "Bids Must Be Received" date has changed as a result of Amendment #001:
2. The following paragraph was revised as a result of Amendment #001:  
2.15.1 on page 20
3. Bidders shall discard the original IFB SDA411-065 page 20 and replace with IFB SDA411-065 Amendment #001, page 20.

**All other requirements, specifications, terms and conditions for IFB SDA411-065 remain the same.**Note: The revisions made as results of this amendment have been *italicized* and **bolded**.

Listed below are questions asked by potential bidders and the corresponding answers that are provided for clarification purposes only.

In the event of a conflict between the responses to the questions listed below and the IFB, the IFB shall govern.

IFB Section Reference	Question/Response
1.4	<p>Is the Department requiring applicants to submit MBE/WBE forms? If so, can the Department supply those? Is the vendor restricted to MO MBE/WBE's or are national MBE/WBE's also accepted?</p> <p>Vendors are only required to submit forms included in the IFB</p>
2.1.7	<p>Project funding - if the available funding changes, will the bidder's responsibilities be renegotiated?</p> <p>Please refer to section 2.1.7 on page 8 of the IFB</p>
2.1.7	<p>If the available funding is terminated, will the contractor no longer be responsible for providing the services for that offender program?</p> <p>Please refer to the Terms and Conditions, page 66, section 19 d.</p>
2.2.6 a	<p>Are private phone and fax lines to be provided at all sites?</p> <p>Please refer to section 2.2.6 a. " The contractor shall provide justification in a formal written request to the Department which maintains the sole discretion for approval or rejection. If approved, the contractor shall be responsible for the payment directly to the provider of all phone/fax line service and/or equipment specified in the request for the remaining duration of the contract." It is the contractor's option based on practical considerations as well as approval by ITSD and the facility Warden. In each location the department fax machine is a significant distance from the treatment unit.</p>
2.2.7	<p>How many computers will be provided by the DOC for contractor use?</p> <p>Please refer to section 2.2.7. " The Department shall provide a limited number of computers to the contractor for on-site services. The contractor, in collaboration with the Warden at each</p>

	correctional facility, will determine the number of computers needed. The actual quantity of computers and printers provided shall be subject to the Department's approval based upon availability, proposed usage, and proposed location of each computer. Computers and equipment that are requested in excess of those provided by the Department shall be obtained by the contractor and be subject to the Department's approval." In the past, the Department has provided one computer for each staff member. When stand alone computers are utilized to complete assessments, multiple staff would utilize the standalone computer.
2.2.7	<p>Are contractors prohibited from bringing non-DOC issued computer equipment on DOC premises?</p> <p>Please refer to section 2.2.7 c. "The contractor understands and agrees that any and all computers used in the facilities, including printers and technology related equipment provided by the contractor and to be used on the Department computer network must meet Department and State specifications and be approved by the Assistant Client Services Manager, ITSD." Therefore, all such requests to use contractor computer equipment within DOC facilities would require approval and would be required to meet ITSD specifications.</p>
2.2.7	<p>Are contractors permitted to bring cell phones onto DOC premises?</p> <p>No, cell-phones are not permitted inside the institutions.</p>
2.2.7	<p>What assessment software is currently being utilized by the Dept. and what is the annual cost?</p> <p>The Department is not currently using an assessment software; this will be at the discretion of the awarded contractor.</p>
2.2.7	<p>How many computers should the vendor anticipate to purchase for each program?</p> <p>The number of computers purchased for each program will be the awarded contractor's decision.</p>
2.3.4	<p>Does the Dept. have psychology staff on site and can you give an example of when crisis/emergency counseling may be needed? Department contracts with a vendor for mental health services.</p> <p>Yes, there is contracted mental health staff onsite during the day and on call after hours. Crisis counseling may have to be provided until a mental health professional is available or if the crisis is not severe enough to warrant a mental health or medical intervention. An example would be notification that an offender's family member has passed away.</p>
2.4.1	<p>What assessment tool for Readiness for Change is currently being used?</p> <p>The URICA and the TCU assessment are currently being used for Readiness for Change.</p>
2.4.4	<p>Can you confirm that the Dept. completes the Gender Responsive Assessment, not the vendor?</p> <p>Please refer to section 2.4.4. "The contractor will ensure that, when a Gender Responsive Assessment Instrument has been completed by the Department..." Yes, the Department completes the Gender Responsive Assessment.</p>
2.4.5	<p>Is the Department requiring an additional assessment for special needs offenders beyond the ASI and a Mental Health Evaluation?</p> <p>Please refer to section 2.10.2 on page 15 and section 2.12.2 c on page 16. The state does, however, expect substance use programs to identify individual and unique needs and ensure they are addressed in the treatment plan whenever possible, regardless of whether those needs are formally assessed by the program, by medical, mental health or education staff, or identified by history.</p>
2.5.2 c	<p>"The contractor shall ensure that every offender has an individualized, structured plan for recovery prior to release that will be forwarded to the field Probation and Parole officer and the community provider by the date of the offender's discharge, if identified."</p>

	<p>Currently, this expectation only applies to those identified and referred as high risk. Is it the Department's wish that this is expanded to all offenders?</p> <p>If an appointment has been identified it must be listed in structured plan for recovery. Contracted staff must ensure that all offenders have an individualized and structured plan for recovery. High risk offenders, including those at NECC must have a continuing care appointment scheduled in the community before they are released.</p>
2.12.2 k	<p>Please clarify what funding is appropriated for the purchase of the Pre Release Medication to be distributed to eligible offenders. Will the contractor be obligated to use DOC funding or is separate federal funding provided?</p> <p>Please refer to section 2.12.2 k. The vendor will be reimbursed for the purchase of Vivitrol to serve a limited number of offenders at NECC. Federal funding will be used to reimburse the contractor for the purchase of the Pre Release Medication.</p>
2.12.2 k	<p>If pre-release medication is available, through federal funding, as an adjunct to institutional treatment the contractor shall purchase the medication for use in the treatment of eligible offenders who volunteer for MAT (Medication Assisted Treatment). Any remaining funds must be used in the final quarter of the contract year to pre-purchase medication for future use. The contractor shall provide the purchased medication to the Department's medical contractor to administer medication to qualifying offenders a few days before their release.</p> <p>Question: If federal funding is not available, is the contractor still responsible for purchasing this medication? Are there any other medications that the contractor is responsible for purchasing under the contract?</p> <p>If federal or state funding is not available for through the contract to reimburse the vendor for purchasing medication, the vendor will not be required to purchase the medication. The only medication that an awarded contractor would be required to purchase is the limited number of doses (10) for offenders in the special needs program at NECC.</p>
2.15	<p>Does the DOC require the contractor to receive certification every year for the drug and alcohol abuse programs?</p> <p>Once certification is obtained from the Missouri Department of Mental Health, the certification is valid for three (3) years.</p>
2.15.1	<p>The link to the certification information that the DOC provided in the IFB is broken.</p> <p>Please use the following link:  <a href="http://s1.sos.mo.gov/cmsimages/adrules/csr/current/9csr/9c10-7.pdf">http://s1.sos.mo.gov/cmsimages/adrules/csr/current/9csr/9c10-7.pdf</a></p>
2.17	<p>Does the Department or does the contractor bear the cost of training for the DOC'S three day basic training?</p> <p>Please see 2.17. "The contractor understands and agrees that expenses incurred on behalf of its employed or contracted staff members, including but not necessarily limited to, meals, mileage, lodging and displacement, shall be its own responsibility for payment." The contractor would bear only the travel, meal and lodging costs.</p>
2.17	<p>Does the Department provide the Pathway to Change Facilitator Training, or is that the responsibility of the contractor?</p> <p>The Department will provide the Pathway to Change Facilitator Training.</p>
2.17.1	<p>Who provides the 40 hours of professional development training and is there a cost if provided by the Department?</p>

	<p>Please see section 2.17.13.b.3. The trainings necessary to acquire the forty (40) hours of professional development training are provided by the Department. As stated in 2.17, "The contractor understands and agrees that expenses incurred on behalf of its employed or contracted staff members, including but not necessarily limited to, meals, mileage, lodging and displacement, shall be its own responsibility for payment." The contractor would bear only the travel, meal and lodging costs. The contractor will not be charged for training provided by the Department.</p>
2.17.1.b.3	<p>Is the contractor responsible for the cost of the annual training hosted by the warden?</p> <p>There is no cost to the vendor for this training.</p>
2.18.1.L.2, Exhibit M	<p><i>The contractor shall submit a Personnel Control Listing, Exhibit M, to the Warden at each correctional facility and to the Assistant Division Director/SAS, DORS on a monthly basis, and within the first 5 working days of each month.</i></p> <p>Is Exhibit M provided with the IFB for reference, or should bidders complete Exhibit M to submit with the proposal (to the extent possible)? Some staff information will be unknown if a potential bidder has not hired staff in advance of being awarded a contract.</p> <p>Yes, bidders should submit Exhibit M with the submission of their proposal. Exhibit M is used for both the proposal and for monthly submission by the awarded vendor.</p>
2.18.u 1	<p>For NECC, with 6 staff required, will the supervisor and counselor trainee be able to carry a caseload in order to meet the 1-13 ratio?</p> <p>The counselor trainee would maintain a caseload under the supervision of the clinical supervisor. The clinical supervisor may not routinely have a caseload, although there may be occasions when he or she covers for one of the counselors. The personnel requirements in this instance and others represent the minimum staffing permitted.</p>
2.21	<p>Can the Department provide the most recent Quality Assurance monthly report as an example, template of what is to be provided?</p> <p>The contractor is permitted to develop their own format.</p>
2.21	<p>Should bidders provide a sample monthly Quality Assurance report with their IFB submission?</p> <p>Please refer to section 2.21. b. "Upon award of the contract, the contractor will provide to the Warden at each correctional facility, and the Assistant Division Director/SAS, DORS, an initial quality assurance plan no later than September 1, 2016 or no later than the initial day of contract effective date, if award is delayed." The bidder may submit a sample monthly Quality Assurance report with their IFB submission at their sole discretion.</p>
3.1.9	<p>Can the Department specify the insurance requirements to include the minimum dollar amount required?</p> <p>The requirements and the dollar amount of the insurance requirements is at the sole discretion of the contractor. It is up to the contractor to decide how much is needed for coverage and which requirements will be needed for the lifetime of the contract.</p>
4.3.3	<p>the Department is using the following formulas for evaluation purposes:</p> <p>WERDCC – 240 beds x 6 days x 50 weeks x per diem cost = WERDCC cost  CCC – 256 beds x 6 x 50 weeks x per diem cost = CCC cost  NECC – 62 beds x 5 days x 50 weeks x per diem cost = NECC cost</p> <p>Question: This evaluation assumes that the employees will not work holidays and thus the contractor cannot bill for holidays. However, the employee still must be paid for holidays? Also, how does this formula work for the first year of the contract which is for a 10 month period? Will the evaluation formula for year 1 be revised to reflect the 10 month period of year 1?</p>

	Please refer to section 4.3.3. " <b>For evaluation purposes only</b> , cost will be based on the sum of the total prices for the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the department over the potential life of the contract. A multiplier of 50 weeks will be used in the cost calculations to account for holidays during the year." This formula is for evaluation purposes only.
Exhibit A	What are the merchant fees associated with the use of the DOC Purchasing Card?  This is between the contractor and issuing bank.
Exhibit D & E	Will the DOC accept job descriptions in lieu of resumes for positions proposed for the programs? For a prospective bidder who does not currently operate the contract, some staff will not be hired as of the time of proposal submission.  Yes, the Department will accept job descriptions for positions proposed.
Exhibit E	Will the contractor be required to propose detailed program schedules for each of the outlined programs per Exhibit E?  Please refer to section 4.4.2 a. " ...If additional personnel resources are available, the bidder may provide information for such personnel by completing Exhibit E."
Exhibit L & M	Are Exhibits L & M required for submission by all Bidders? Or reserved only for Non-Profit Bidders?  Please refer to section 2.8.4. " Employee Expense Charged To Contract - The bidder should complete and submit Exhibit L, Employee Expense Charged To Contract."
	What is the actual average number of offenders treated by location for at least the last 3 years?  <b><u>CCC average census: 256 total beds</u></b> FY13 200:256 beds FY14 239: 256 beds FY15 251:256 beds FY16 250:256 beds based on 11 months FY13-FY16 average utilization is 91.75%  <b><u>WERDCC average census: 240 beds</u></b> FY13 228.5 :240 FY14 232:240 FY15 238:240 FY16 235: 256 FY13-FY16 average utilization of beds is 97%  <b><u>NECC average census: 62 beds</u></b> FY13 55:62 FY14 60:62 FY15 58:62 FY16 56:62 FY13-FY16 average utilization is 91.9%
	What is the historical annual funding allotment, by year, for the last 5 years for this type of program?  \$2,400,000 for all three programs.
	Please provide the Organizational Chart currently used at each facility.  Please refer to the current contract which can be viewed on the Department's website at <a href="http://doc.mo.gov/DHS/Professional_Services_Awarded.php">http://doc.mo.gov/DHS/Professional_Services_Awarded.php</a>
	Please provide a list of vendors who have requested facility tours in response to this IFB.  That information is confidential until after award.

	<p>When does the DOC anticipate the announcement of the award?</p> <p>Sometime between July 1, 2016 and August 31, 2016</p>
	<p>Is there a specific goal (%) for evaluation of the Blind/Sheltered Workshop or Service-Disabled Veteran Business Enterprise Participation commitment?</p> <p>Please refer to section 4.6.2 a for the Blind/Shelter Workshop, and section 4.7.1 a for the Service-Disabled Veteran.</p>
	<p>Does the current provider allow the DOC to submit payment with the DOC Purchasing Card?</p> <p>The payments to the current provider are paid via check.</p>
	<p>For each proposed facility/program, how many offices and what other multi-purpose areas or group room spaces will be made available for contractor use?</p> <p>The space available for contractor use will be determined after award of the contract.</p>
	<p>Will DOC please provide a current program schedule for each program location/site?</p> <p>That information is work product of the current vendor and cannot be provided.</p>
	<p>Please provide the number of participants in the last 12 months that received meds.</p> <p>There are ten (10) participants per year at NECC for Medication Assisted Treatment.</p>
	<p>Please provide the cost of the medication prescribed in the last 12 months.</p> <p>Vivitrol has been purchased within a range of \$950 to \$1500 per dose.</p>
	<p>What kind of medications were provided? How many doses of each in the last 12 months.</p> <p>Only Vivitrol is provided by the contract for NECC. Funding has been proposed for 10 pre-release doses per year.</p>
	<p>Are medications provided through a third party or does the current contractor provide?</p> <p>Only Vivitrol is provided by the contract for NECC.</p>

# INVITATION FOR BID



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

Buyer of Record:  
Beth Lambert, MBA  
Procurement Officer II  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

# IFB SDA411-065

Assessment and Substance Abuse Treatment  
Services Program

For

Department of Corrections:  
Chillicothe Correctional Center  
Northeast Correctional Center  
Women's Eastern Reception & Diagnostic  
Correctional Center

Contract Period: Date of Award through  
June 30, 2017

Date of Issue: May 23, 2016  
Page 1 of 76

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

**2:00 p.m., June 21, 2016**

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

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: \_\_\_\_\_ Bid Date \_\_\_\_\_

## NOTICE OF AWARD:

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

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

\_\_\_\_\_  
Matt Sturm, Director, Division of Offender Rehabilitative Services

\_\_\_\_\_  
Date

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

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The bidder is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Department's Internet website at: [http://doc.mo.gov/DHS/Professional\\_Services\\_Bidding\\_Opportunities.php](http://doc.mo.gov/DHS/Professional_Services_Bidding_Opportunities.php). It shall be the sole responsibility of the bidder to obtain each of the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the attachments.

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## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations to provide Assessment and Substance Abuse Treatment Program Services for the Missouri Department of Corrections, in accordance with the terms and conditions set forth herein.

### 1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department (DOC) 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.
  - 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 DOC 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. It is preferred that questions be e-mailed to the buyer at [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).
- c. The DOC will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon DOC's consideration of questions and issues, if DOC 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 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 State of Missouri shall be that which is contained in the IFB and any amendments thereto.

### 1.3 Tour of Facilities:

- 1.3.1 Non-mandatory tours of the facilities may be scheduled Monday through Friday, 8:00 a.m. to 4:00 p.m., by contacting the facilities listed below:
- Northeast Correctional Center (NECC), located at 13698 Airport Rd., Bowling Green, Missouri 63334; Shari Brothers, 573-324-9975, ext. 3215; [shari.brothers@doc.mo.gov](mailto:shari.brothers@doc.mo.gov).

- Women's Eastern Reception and Diagnostic Correctional Center (WERDCC), located at 1101 E Highway 54, Vandalia, Missouri 63382; Barb Straube, 573-594-6686, ext 2603; [barb.straube@doc.mo.gov](mailto:barb.straube@doc.mo.gov).
- Chillicothe Correctional Center (CCC), located at 3151 Litton Rd., Chillicothe, Missouri 64601; Tammy Dysart, 660-646-4032, ext. 2909; [tammy.dysart@doc.mo.gov](mailto:tammy.dysart@doc.mo.gov).
  - a. Any potential bidder interested in participating in a facility tour must provide the full name, date of birth, social security number, driver's license number, and the state that issued the driver's license of each individual planning to attend the tour. **Each potential bidder is limited to two (2) individuals taking the tour.** The potential bidder must submit the required information to the facility contacts listed above for each facility. Those individuals attending the tour must bring photo identification, preferably a current driver's license, to the facility. No medications, gum, tobacco products, purses, cell phones, tape recorders, cameras, pagers, or items that could be used as a weapon will be permitted into facilities

1.3.2 The purpose of a tour is to provide bidders an opportunity to inspect, examine, and assess the facilities and to determine any existing conditions and factors of the facilities that may affect the performance of the services required herein.

1.3.3 Bidders are strongly encouraged to advise the Department, at least five (5) days prior to the scheduled tour of the facilities, of any special accommodations needed for disabled personnel who will be attending the tour so that the accommodations can be made.

#### **1.4 Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation:**

- a. The Missouri Department of Corrections strongly encourages MBE and WBE participation in the performance of the contract.
- b. The bidder may contact the Office of Equal Opportunity, <http://oeo.mo.gov/>, regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

#### **1.5 Definitions:**

1.5.1 Individual counseling is defined as a structured, goal-oriented therapeutic process in which the offender interacts on a face-to-face basis with a qualified professional or trainee under supervision of the contractor to address problems identified on the individual treatment plan.

1.5.2 Group counseling shall be defined as a face-to-face goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor. Such groups will have three (3) or more offenders.

1.5.3 Recovery centered education is defined as didactic presentation of information regarding substance use, criminality, related recovery focused topics and the practical application of the information through group discussion and as indicated by the offenders' treatment plan.

#### **1.6 Background Information:**

1.6.1 The Office of Administration has issued a special delegation of authority to the Department of Corrections (hereinafter referred to as the Department) which permits the Department to administer the development, issuance, evaluation, and award of contracts for substance abuse treatment services for offenders under the supervision of the Department of Corrections.

1.6.2 Substance abusing behaviors among offenders cause serious problems in Missouri and the United States. On June 30, 2015 there were 32,273 offenders in Missouri's prisons. In FY15, Drug and Driving While

Intoxicated (DWI) offenses accounted for 38 % of new admissions. Among women incarcerated on June 30, 2015 16.9 % were incarcerated for felony possession of a controlled substance and an additional 12% for distribution, delivery or manufacture of a controlled substance. Among males 7.6% were incarcerated for the latter sentence and 6.5 % for possession of controlled substance. Approximately 18 % of all offenders incarcerated on June 30, 2015 had a drug or alcohol related offense. The Department has established institutional treatment services at ten (10) correctional centers in order to address the needs of the offenders.

- 1.6.3 This Invitation For Bid pertains to assessment and substance abuse treatment services at the Chillicothe Correctional Center, 3151 Litton Road, Chillicothe, MO., the Women's Eastern Reception, Diagnostic and Correctional Center, 1101 E. Hwy 54, Vandalia, MO., and Northeast Correctional Center, 13698 Airport Road, Bowling Green, Missouri.
- a. Chillicothe Correctional Center (CCC) is an adult female facility with a current population of 1,540. The facility houses offenders with custody levels of one (1) through five (5). The facility includes a Substance Abuse Treatment Center currently consisting of two-hundred fifty-six (256) beds.
  - b. Women's Eastern Reception, Diagnostic and Correctional Center (WERDCC) is an adult female facility with a total population of 2,161. The facility houses offenders with custody levels of one (1) through five (5). The facility includes a Substance Abuse Treatment Center currently consisting of two-hundred forty (240) beds.
  - c. Northeast Correctional Center (NECC) is an adult male facility with a population of 1,935 offenders. The NECC is a level four (4) facility. Services are provided for offenders with medical need scores up to and including level five (5) and mental health needs scores up to and including level four (4). NECC will provide facilities for a small and specialized program for offenders with mobility restrictions who have been court ordered and board referred for substance abuse treatment. The facility includes a Substance Abuse Treatment Center currently consisting of sixty-two (62) beds.
- 1.6.4 Substance abuse treatment beds at CCC, WERDCC and NECC are designated for a variety of program lengths and types. The number of offenders assigned to a specific program may vary according to the demands of the population and program capacity as determined by the Department.
- 1.6.5 The following is the current allocation of women's treatment beds by program type at CCC and WERDCC:
- A total of two hundred eighty (280) beds are currently allocated at the women's institutions for the Short Term Treatment Program: one-hundred fifty (150) for WERDCC and one-hundred thirty (130) for CCC.
  - A total of ninety (90) beds are currently allocated at the women's institutions for the Intermediate Treatment Program and the Offenders Under Treatment Program: fifteen (15) beds at WERDCC and seventy-five (75) beds at CCC.
  - A total of one-hundred twenty-six (126) beds are currently allocated at the women's institutions for the Long Term Treatment Program: seventy-five (75) beds at WERDCC and fifty-one (51) at CCC.
  - It should be noted, however, that due to the volume of women offenders entering prison for substance use related offenders, program bed assignment at CCC is flexible to meet the demand for those mandated for institutional treatment.
- 1.6.6 The following is the current allocation for program beds at NECC:
- A total of sixty-two (62) beds are currently allocated for males in the Offender Under Treatment, Intermediate and Long Term Treatment Programs at NECC.

- Thirty-one (31) beds are designated for individuals with mobility impairments and individuals requiring bottom bunks and/or bottom walk.
  - Thirty-one (31) beds are designated for offenders with other special needs including variety of cognitive impairments, medical and mental health needs, etc.
  - Some of the offenders will have co-existing mobility, educational, mental health and medical needs.
- 1.6.7 Pathway to Change is the Department of Corrections' approved cognitive skills curriculum that addresses factors that associated with criminal behavior such as anger management techniques, responsible decision-making, examination of values and attitudes, successful relationships and thinking errors. The Department requires six (6) to twelve (12) month long programs to provide a minimum of twelve (12) sessions of Pathway to Change (PTC) to appropriate offenders. Programs of eighty-four (84) to one hundred twenty (120) days must provide the six (6) core lessons of PTC. The contractor, in collaboration with department staff, will provide the classes to offenders who are assessed to need cognitive skills programming.
- 1.6.8 In general, classification and custody staff from within the Department, and its contractors, will continue to perform the activities of administration, security, classification, food services, maintenance, health care and mental health, education, and recreation.
- 1.6.9 In the Department computer system substance use disorders treatment documentation has been relocated to the Healthcare Module and the individual treatment plan format has been separated from the Transition Accountability Plan (TAP) process.
- a. The contractor shall utilize the required treatment documentation in the MOCIS Healthcare module.
- 1.6.10 The estimated cost for the services provided at both Chillicothe Correctional Center and Women's Eastern Correctional Center is \$2,130,000 in Fiscal Year 2017. Funding for services for Northeast Correctional Center is obtained via a sub-grant application on an annual basis. Anticipated total funding for Special Needs program is \$310,000.00 for Fiscal Year 2017. Therefore, the anticipated funding for this contract for Fiscal Year 2017 is \$2,440,000. Yearly increases may occur subject to general revenue allocations; however, budget increases are not guaranteed by the state of Missouri.
- 1.6.11 Although an attempt has been made to provide accurate and up-to-date information, neither the Department nor the State of Missouri warrants or represents that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.
- 1.6.12 A current contract exists for the services being obtained via this IFB. The contract number is: SDA411061.
- a. Viewing the contract – A copy of the contract can be viewed and printed from the Department of Corrections' website located on the Internet at: [http://doc.mo.gov/DHS/Professional\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/Professional_Services_Awarded.php).
- 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.

**END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION**

## 2. SCOPE OF WORK

*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 State.*

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide assessment and gender responsive, evidence-based substance use disorder treatment services for the Chillicothe Correctional Center (CCC), the Women's Eastern Reception, Diagnostic, and Correctional Center (WERDCC), and the Northeast Correctional Center (NECC) in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department. The Department shall be the final judge of the quality of the contractor's performance under the contract, and any dispute arising from conflicts with Department policy and appropriate clinical practice for assessments and treatment shall be resolved by Assistant Director, Division of Offender Rehabilitative Services (DORS), Substance Abuse Services (SAS) (referred to herein as Assistant Division Director/SAS, DORS). Therefore, it is understood and agreed that:
- a. The contractor shall establish appropriate and professional services consistent with Department objectives of maintaining a structured and well-managed state facility.
  - b. The contractor and the Department shall jointly develop and maintain a standardized operating procedure governing the provision of substance abuse assessment and treatment services, consistent with the Department's Standard Operating Procedures.
  - c. The contractor shall be responsible for coordinating all aspects of the contracted services with the Warden at each correctional facility and the Assistant Division Director/SAS, DORS. The contractor shall identify a contact person at each program site who shall be responsible for the oversight of the contracted services.
- 2.1.3 The contractor shall have the capability of providing all services indicated herein.
- 2.1.4 The contractor shall understand and agree that during the course of the contract, the Department may reallocate populations in an attempt to better serve offender's needs.
- a. If population transitions or institutional changes become necessary, the contractor understands and agrees that the program and service changes and/or modifications shall be developed and instituted at the request and direction of the Assistant Division Director/SAS, DORS,
  - b. In such instances the Department will provide at least 30 days advanced notice and will afford the contractor flexibility in the timelines for implementation of required changes, provided reasonable efforts to meet the new requirements are made.
- 2.1.5 **Assessments:** The Department makes no specific guarantee as to the minimum or maximum number of assessments required or offenders that will be referred and who will require services. However, the Department estimates that the following will be needed:
- a. Northeast Correctional Center Special Needs Program: 80 to 120 expanded assessments which detail the needs of special needed offenders.

- b. Eligible offenders for whom the Board of Probation and Parole has jurisdiction are assessed prior to program placement. Assessment-based program placement for women with Board controlled cases is on-going.

2.1.6 The Department reserves the right to request modifications to curricula as needed in order to adequately serve the current assessed needs of offenders. Any major changes proposed by the contractor after program implementation must have prior approval of the Assistant Division Director/SAS, DORS.

2.1.7 The contractor shall understand and agree that if the available funding for the programs changes for Fiscal Year 2017, the Department will work with the awardee to modify the contract to the mutual satisfaction of both the Department and the contractor via an amendment to the contract.

## **2.2 Performance Requirements:**

2.2.1 The contractor shall agree and understand that the Department alone is the sole source of referrals and without exception retains the right to terminate any participant it deems necessary in order to maintain program integrity and a safe and secure correctional environment.

2.2.2 The contractor shall provide services that are accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided. Therefore, the contractor shall ensure the provision of recovery support resources that provide a secular alternative to 12 step materials and alternative self-help groups when three or more offenders request the alternative.

2.2.3 The contractor must begin providing all services on September 1, 2016. This start date is non-negotiable and the contractor accepts full responsibility for compliance. In the event the contractor is unable to provide services by the date specified due to no fault of the contractor, an extension may be considered. A written request for an extension, of up to thirty (30) calendar days beyond the original startup date, must be approved by the Assistant Division Director/SAS, DORS and incorporated into the contract via an amendment.

2.2.4 Unless otherwise specified, the contractor shall be responsible for furnishing all treatment curricula, and copies of treatment materials. Standardized program materials and supplies used for department required core programming, such as Pathway to Change, Long Distance Dads and ICVC, will be provided by the Department.

2.2.5 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

2.2.6 The contractor shall assume all costs for providing services, except as otherwise specified herein:

- a. The contractor shall provide any private telephone lines, fax lines or fax equipment, if required, as well as scanners for the implementation of services. The contractor shall provide justification in a formal written request to the Department which maintains the sole discretion for approval or rejection. If approved, the contractor shall be responsible for the payment directly to the provider of all phone/fax line service and/or equipment specified in the request for the remaining duration of the contract.

- b. The Department shall assume responsibility for the upkeep, maintenance, and repair of the correctional facility, providing office space, furnishings (i.e. desks, chairs, furniture), and utilities as follows:

- 1) The Department will provide the contractor with classrooms and offices for service implementation as well as furniture needed for offender programming such as chairs, tables, bulletin boards, white boards, easels and electronic equipment required to display DVDs and

CDs. The Department shall provide and make available all labor, equipment, supplies, and other materials as may be necessary for the upkeep and sanitation of the Department facility.

- 2) DVDs and CDs to be used in connection with DOC core curricula as well as any writing materials and supplies for offenders that are needed for program operation will be provided by the Department..

2.2.7 If deemed necessary, the Department shall provide the contractor with access to the Department's database and to the Missouri Corrections Integrated System (MOCIS). The Department shall provide a limited number of computers to the contractor for on-site services. The contractor, in collaboration with the Warden at each correctional facility, will determine the number of computers needed. The actual quantity of computers and printers provided shall be subject to the Department's approval based upon availability, proposed usage, and proposed location of each computer. Computers and equipment that are requested in excess of those provided by the Department shall be obtained by the contractor and be subject to the Department's approval. Access to Department information systems shall only be provided on a need-to-know basis. Approval for access shall be obtained through the Assistant Division Director/SAS, DORS and the Warden at each correctional facility and shall be limited by the contractor to who has been approved access by the Assistant Client Services Manager, Office of Administration, Information Technology Services Division (hereafter referenced as "Assistant Client Services Manager, ITSD").

- a. The Department will provide any computer requiring Department network access.
- b. The contractor understands and agrees that the contractor shall be responsible for the provision of required assessment software and any necessary hardware for the implementation of Department approved assessment(s) services.
- c. The contractor understands and agrees that any and all computers used in the facilities, including printers and technology related equipment provided by the contractor and to be used on the Department computer network must meet Department and State specifications and be approved by the Assistant Client Services Manager, ITSD.
- d. The contractor agrees that if computers and internet access are requested for use by the contractor, all approvals shall be received in advance through the Warden at each correctional facility, the Assistant Director, DORS, Substance Abuse Services, and the Assistant Client Services Manager, ITSD.
- e. Printer toner and ink cartridges required for the operation of Department owned printers will be provided by the Department with the agreement that the contractor will limit printer use to program specific needs and provide pre-printed materials whenever possible. The contractor shall provide copy paper for all treatment curricular materials and treatment file materials.

2.2.8 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 offenders. In addition, the contractor shall coordinate and submit these for approval by the Assistant Division Director/SAS, DORS, prior to their use.

- a. The contractor shall understand and agree that any and all standardized forms used by the contractor that are not official Department forms must be approved (as to content and format) in writing by the Warden at each correctional facility and by the Assistant Division Director/SAS, DORS. The contractor and Department staff will use the same Department approved forms for consistency. If a specific quality assurance format is required by the Division of Offender Rehabilitative Services, the contractor must comply as requested.
- b. The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the Department on any materials produced or issued, without the prior written approval of the Department.

- 2.2.9 The contractor shall provide services according to the schedules identified below.
- a. The contractor shall not be required to provide services on state holidays. A list of state holidays may be found on the State of Missouri website: <http://oa.mo.gov/pers/hoursofwork.htm>.
    - 1) If contractor selects not to provide services on State holidays they may not bill for those holidays.
  - b. Short term, intermediate, offenders under treatment and long term program services at CCC and WERDCC shall be provided six (6) days per week (Monday through Saturday) excluding state holidays.
  - c. Assessment services shall be provided on a schedule that ensures compliance with Department program placement process and treatment planning deadlines.
  - d. Program services at NECC shall be provided five (5) days per week (Monday through Friday).
- 2.2.10 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### 2.3 Specific Service Requirements:

- 2.3.1 Due to the importance of close collaboration with the Department, the contractor shall submit for pre-approval to the Warden at each correctional facility and the Assistant Director, DORS/SAS, an implementation plan that provides for a seamless integration of program services into each facility's organizational structure and functions. Submission must be no later than ten (10) working days following the Department's authorization to proceed with services.
- 2.3.2 Services shall be modified to adequately address individualized offender needs. The contractor shall develop and maintain ongoing consultative communication with facility staff regarding special considerations pertaining to each offender.
- 2.3.3 The contractor shall provide services that meet both Department requirements and institutional needs for timeliness. The contractor shall agree and understand that service needs must be covered consistently during the work week. Trained backup staff must be available as needed to administer services and assessments in accordance with established timelines.
- 2.3.4 Within thirty (30) calendar days after the receipt of the Department's authorization to proceed with services, the contractor shall develop and implement a plan to provide emergency/crisis counseling for those offenders in need, and provide such plan to the Department.
- 2.3.5 The contractor shall provide gender responsive, evidence-based substance use disorders treatment to those offenders referred by the Department as eligible to receive services. Services shall include the following:
- a. **Assessment Services** as approved and requested by the Department.
  - b. **Short Term Treatment Program (12 weeks)** for offenders sentenced pursuant to section 559.115 RSMo, 559.036 RsMo, Post-Conviction Drug Treatment for offenders sentenced pursuant to section 217.785 RSMo, and for offenders stipulated by the Board of Probation and Parole for substance use disorders treatment.
  - c. **Offenders Under Treatment Program (6 months)** for offenders referred by the Board of Probation and Parole per section 217.364 RSMo for substance use disorders treatment.
  - d. **Intermediate Treatment Program (6 months)** for offenders referred by the Board of Probation and Parole for substance use disorders treatment.

- e. **Long Term Treatment Program (12 months)** for offenders ordered by the court pursuant to section 217.362 RSMo, and/or ordered by the Court pursuant to section 577.023 RSMo, due to chronic or habitual DWI offenses, for substance use disorders treatment as well as for offenders referred by the Board of Probation and Parole for treatment.
- f. **Co-occurring Substance Abuse and Mental Health Disorders Services** for offenders who are identified by Mental Health professionals as having moderate to serious mental health impairments including offenders on psychotropic medications, in addition to substance use disorders.
- g. **Special Needs program (NECC only)** for offenders in an on-site substance use disorders treatment program for offenders who have been stipulated for six (6) to twelve (12) months of treatment, and who are not designated for placement at other institutional substance use disorders treatment centers due to a variety of factors including their individual ambulatory, health, mental health and cognitive needs. Current funding requirements restrict the program participation of these individuals to a maximum of twelve (12) months.

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

#### **2.4 Assessment Requirements:**

2.4.1 The contractor shall provide assessment services to those offenders referred by the Department as eligible to receive services. The contractor shall utilize the Department approved substance use assessment, the Initial Classification Analysis – Substance Abuse (ICA-SA), and an approved assessment tool for readiness for change.

- a. The contractor shall use an assessment administration and scoring format that is approved by the Assistant Director, DORS/SAS and the Assistant Client Services Manager, ITSD.
- b. The assessment instrument and interview will be completed by a qualified Substance Abuse Professional as defined by the Department of Mental Health's Certification Standards for Alcohol and Drug Abuse Programs in Missouri.

2.4.2 Services shall be provided as follows:

- a. Assessment services for female offenders who have been Court ordered for institutional substance use disorders treatment will be provided within 10 calendar days after program placement.
- b. Assessment services for (non-court ordered) female offenders who have been screened and referred by the Department will be provided by the contractor upon request to assist the Department in determining suitability for treatment services and program placement.
  - 1) The contractor shall understand and agree that it is the goal of the Department to maximize the number of substance abuse assessments completed to ensure appropriate and timely program placement.
- c. Assessment services for male offenders who have been admitted for treatment at NECC will be provided within ten (10) calendar days after program placement.

2.4.3 The contractor shall complete all required substance use assessment and classification instruments, and written assessment summaries within one (1) working day of conducting an assessment interview with an offender for individuals whose assessments will be used to determine suitability for program placement.

- 2.4.4 The contractor will ensure that, when a Gender Responsive Assessment Instrument has been completed by the Department for offenders who are in a program for six (6) to twelve (12) months, meaningful information obtained from that assessment shall be included in the assessment summary.
- 2.4.5 Offenders with special needs shall also be assessed. Those persons will include, but is not limited be to, offenders with co-occurring mental health disorders, physical disabilities and learning &/or cognitive deficits.
- 2.4.6 The contractor shall ensure that appropriate releases are signed for requesting previous treatment and assessment records of offenders, as needed.
- 2.4.7 At a minimum, the written narrative summary of the assessment must comply with the assessment documentation requirements as reflected by the Certification Standards for Alcohol and Drug Abuse Programs, 9 CSR 10-7.010, et al “Core Rules for Psychiatric and Substance Abuse Programs”. The standards can be viewed and downloaded from the following website:  
<http://sos.mo.gov/adrules/csr/current/9csr/9c10-7.pdf>
- 2.4.8 Upon occasion, the contractor shall also provide assessments for other offenders whose circumstances require the completion of an assessment. In those instances at the request for the Assistant Division Director/SAS DORS, the counselor shall complete a Department approved substance use disorders assessment and an ICA-SA.

## **2.5 Treatment Services Requirements:**

- 2.5.1 The contract shall provide a short term treatment program, Offenders Under Treatment (OUT) Program, Intermediate Treatment Program, and Long Term Treatment Program Requirements for CCC and WERDCC.
- a. The provision of substance abuse treatment services shall utilize a cognitive restructuring approach to address substance use disorders and criminality. The treatment process shall incorporate both experiential and cognitive learning that targets individuals’ values, behaviors, and attitudes.
  - b. The contractor’s program must emphasize a stage of change approach to treatment and recovery. The contractor shall incorporate this approach into the program design and identify treatment protocols, curricula, treatment phases, and program materials. In addition, the contractor must also clearly delineate the application of the stage of change approach to the practices of the contractor’s program.
  - c. Therapeutic activities shall be provided six (6) days per week and shall include wing meetings, community meetings, offender work responsibilities for the institution (general housekeeping, food services, and other day-to-day tasks) and other specified community responsibilities.
  - d. Therapeutic assignments shall consist of, but not be limited to, homework assignments, program specific job assignments and adjunctive activities that are therapeutic in nature such as program health and wellness activities, community meetings and peer recovery support groups.
  - e. The treatment participants may all participate in the same treatment services activities. However, the Department requires that the Long Term Treatment Program will use a more extensive curriculum.

2.5.2 Services for the programs listed above shall be provided in the following phases:

- a. Phase I: During this phase, each offender not assessed within the past year shall receive a substance use disorders assessment and every offender shall receive orientation to Department rules, regulations, the treatment center and the treatment process. During this phase, each offender shall receive a minimum of thirty (30) hours of therapeutic activity per week.

- 1) The length of Phase I in each program should be as follows:

- Short Term Treatment Program: approximately one (1) week
  - OUT program and Intermediate Treatment Program: approximately three (3) weeks
  - Long Term Treatment Program: approximately four (4) weeks
- b. Phase II: During this phase, each offender shall receive an intensive level of treatment. During this phase, each offender shall receive a minimum of thirty (30) hours per week of therapeutic activity which shall include but not be limited to, the following:
- Individual counseling/contacts as required in the revised Institutional Corrections Programs Standards as reflected by the Department of Mental Health. (See Certification Standards for Alcohol and Drug Abuse Programs.) The standards can be viewed and downloaded from the website: <http://wow.sos.mo.gov/adrules/csr/current/9csr/9c30-3.pdf>.
  - Group counseling
  - Recovery focused substance use disorders education
  - Community meetings
  - Self-help recovery support groups
  - A continuing care/aftercare plan shall be initiated during this phase. This plan shall follow a structured and holistic approach for on-going recovery that will include, but not be limited to, a relapse prevention plan.
- 1) The length of Phase II in each program should be as follows:
- Short Term Treatment Program: approximately eight (8) weeks
  - OUT program and Intermediate Treatment Program: approximately sixteen (16) weeks
  - Long Term Treatment Program: approximately twenty-eight (28) weeks
- c. Phase III: During this phase, treatment services must be primarily focused on appropriate pre-release, recovery and re-entry planning. The contractor shall provide a minimum fifteen (15) hours of therapeutic activity per week, per offender that does not conflict with an offender's work schedule. Offenders not participating in work release shall receive additional services deemed appropriate for reentry preparation by the contractor in cooperation with the Department. Therapeutic activity shall include, but not be limited to:
- Individual counseling/contacts
  - On-going recovery skills and relapse prevention services for substance abuse and criminality, minimum (2) two hours per week
  - Applicable interventions to address identified criminogenic needs
  - Community meetings
  - Family focused education classes or activities
  - Self-help recovery support groups
  - The continuing care/aftercare plan shall be completed during Phase III. Planning shall include thorough relapse prevention plan(s), for both substance use disorders and criminal behavior.
    - The contractor shall ensure that every offender has an individualized, structured plan for recovery prior to release that will be forwarded to the field Probation and Parole officer and the community provider by the date of the offender's discharge, if identified.
  - During Phase III, the contractor should facilitate one (1) family focused education activity per week. The activity should be at least 60 minutes in length and whenever possible will include family visitors or non-family significant others in order to assist the offender with integration into the community upon release.
- 1) The length of Phase III for each program should be as follows:
- Short Term Treatment Program: a minimum of three (3) weeks
  - OUT Program and Intermediate Treatment Program: approximately four (4) weeks

- Long Term Treatment Program: approximately twenty (20) weeks

2.5.3 Chronic Offenders ordered by the court pursuant to section 577.023 RSMo as “Aggravated, chronic, persistent and prior offenders of intoxication-related traffic offenses” who have been mandated for a two (2) year period of incarceration will receive substance use disorders treatment services as capacity permits.

- a. The contractor, in consultation with the Assistant Division Director/SAS, DORS, and the Warden at each correctional facility, shall provide a targeted curriculum with increased emphasis on: the effects of driving under the influence of alcohol and/or other drugs, victims and the community at large, victim’s rights issues, and advanced alcohol abuse issues. Final approval by the Assistant Division Director/SAS, DORS shall be required before implementation of the curriculum.

2.5.4 In concert with the Department, the contractor shall establish in writing clear and distinct criteria for movement from one phase to another. The criteria for advancement must reflect appropriate treatment intervention progress, and will be listed in the offender handbook. Decisions regarding phase movement shall be made through a “clinical staffing process” that includes at least one (1) Department staff member to be specified by the Department.

## **2.6 Individual Counseling:**

2.6.1 Each offender shall receive a minimum of 1 hour of individual counseling per month during all phases. Individual counseling is defined as a structured, goal-oriented therapeutic process in which the offender interacts on a face-to-face basis with a qualified professional or trainee under supervision of the contractor to address problems identified on the individual treatment plan.

## **2.7 Group Counseling:**

2.7.1 The contractor shall provide group counseling designed to promote an offender’s self-understanding insight into the addictive process, and resolution of personal problems through personal disclosure and interaction among group members. Group counseling shall be defined as a face-to-face goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor and three (3) or more offenders.

- Group counseling sessions shall be limited to a maximum of twelve (12) offenders per group.
- Each offender shall receive a minimum of three (3) one (1) hour sessions of group counseling each week.

## **2.8 Recovery Centered Education:**

2.8.1 The contractor shall provide recovery centered education, defined as didactic presentation of general information regarding substance abuse, criminality, and related topics, and the practical application of the information through group discussion and as indicated by the offenders’ treatment plan. Before the implementation of services for Recovery Centered Education, the contractor shall provide the chosen curricula to the Assistant Director, DORS/SAS for final approval. Curriculum changes will also be submitted for approval before implementation.

2.8.2 Recovery centered education sessions shall be limited to a maximum of forty (40) offenders per group session. Recovery centered education topics shall include, but are not limited to the following:

- Stage of Change Approach
- Disease Concept of Chemical Dependency
- Gender Issues in Pathways to Crime
- Criminal Thinking
- Relapse Prevention for Substance Abuse and Criminality

- Gender Related Issues in Recovery
- Review of Effective Approaches to Recovery
- Emotions Management
- Stress Management Techniques
- Impact of Substance Abuse on Pregnancy and Fetal Health
- Family and Social Relationships in Recovery
- Influence of Trauma on Substance Use
- Domestic/Family Violence
- HIV and Other STD Prevention
- Recreational/Leisure Skills Development
- Smoking Cessation and Nicotine Addiction
- Medication Assisted Treatment
- Driving under the Influence
- Victims' Impacts
- Co-dependency & Enabling

## **2.9 Offenders with Co-occurring Substance Abuse and Mental Health Disorders:**

- 2.9.1 Including those on psychotropic medications, offenders shall receive services as indicated herein if they have been classified as moderately (MH-3) to seriously (MH-4) impaired. (See Attachment 1)
- 2.9.2 The contractor shall develop and submit a plan within ten (10) calendar days of the Department's authorization to proceed with services for the integration of substance abuse and mental health services to offenders with Co-occurring Disorders at both female institutions. The plan shall include any modifications to the treatment model that are deemed necessary and appropriate for these offenders as well as rationale for those modifications.
- a. The contractor shall obtain the approval from the Assistant Division Director/SAS, DORS prior to implementation of curricula and services provided for the women with Co-Occurring Disorders.
- 2.9.3 The contractor's program director, working in cooperation with the Assistant Division Director/SAS, DORS and the Wardens at NECC, WERDCC and CCC, shall ensure that program rules, structure, procedures, interventions and policies are modified as needed to serve offenders with Co-Occurring Disorders. The contractor's program director shall collaborate with the Assistant Director, DORS/SAS and the institutional Mental Health services provider to ensure that the diverse needs of individuals with Co-Occurring Substance Abuse and Mental Health Disorders are met by the program services.
- ## **2.10 WERDCC Co-Occurring Disorders Wing (60 Beds):**
- 2.10.1 Offenders with assessed Co-occurring Substance Use and Mental Health Disorders who need specialized, intensive intervention to assist with stabilization and support will reside and receive services in this designated wing of the WERDCC treatment housing unit. The contractor, in consultation with the treatment team and the Chief of Institutional Mental Health/designee, shall determine if the women will remain in this wing until release to the community.
- 2.10.2 An expanded assessment shall be completed within fourteen (14) days of placement in the Co-Occurring Disorder Wing at WERDCC and shall include the following information:
- a. All information for initial substance abuse assessment and classification gathered by the contractor;
- b. Detailed treatment and psychosocial history including exposure to psychological trauma;

c. Stage of Change assessment for each of the following:

- Substance Use/Chemical Dependency
- Criminality and /or Personality Disorders
- Diagnostic formulation of DSM criteria on Axis 1, 2, 4, and 5.

2.10.3 Services in the Co-Occurring Disorders Wing shall include group programming incorporating topics listed in 2.11.3 a – k below.

2.10.4 The contractor's staff who provide counseling services to offenders with Co-Occurring Mental Health and Substance Abuse Disorders must meet the personnel requirements indicated in section 2.18.

**2.11 Co-Occurring Disorders Services at Chillicothe Correctional Center:**

2.11.1 Offenders identified as MH-3 at CCC shall be served with other treatment offenders, provided their needs can be adequately addressed.

2.11.2 Offenders identified as eligible for these services must receive a minimum of one (1) additional group session per week addressing the co-occurring topics as indicated in paragraph 2.11.3.

2.11.3 The contractor shall incorporate the following topics into programming for eligible offenders:

- a. Basic concepts in understanding the relationship between mental illness and substance abuse disorders;
- b. Types of Co-occurring Disorders;
- c. Introduction to biochemical bases of mental health disorders and substance use disorders;
- d. Neurobiological effects of trauma and incidence of psychiatric illness in trauma survivors;
- e. Role of medication management and compliance in recovery from mental illness and chemical dependency;
- f. Managing and coping with symptoms of mental illness and substance abuse disorders;
- g. Managing symptoms in a healthy manner to minimize impacts on relationships;
- h. Coping with judgments, stereotypes and overcoming obstacles;
- i. Role of desirable health habits and sound nutrition in recovery;
- j. Psychosocial influences in women's recovery from mental illness and substance use disorders; and,
- k. Relapse management and prevention.

**2.12 NECC Specific Requirements:**

2.12.1 The contractor shall provide on-site substance use disorders treatment services for offenders housed at NECC who have been stipulated for six (6) to twelve (12) months of treatment, and who may not be appropriate for placement at other institutional treatment centers due to their ambulatory restrictions and/or other special needs. Placement is based on criteria established by the Division of Offender Rehabilitative Services in collaboration with the Warden.

2.12.2 Services shall be provided according to the following requirements:

- a. Treatment services shall be provided a minimum of five (5) days each week. This may include some evening hours, as necessary.
- b. Offenders shall receive treatment services for six (6) to twelve (12) months and may be either Court ordered or Board of Probation and Parole mandated.
- c. The contractor shall provide a range of substance use disorders services as determined by the Assistant Director, DORS/SAS including, but not limited to: expanded assessment, treatment planning, individual counseling, group counseling, group education, case management services, and

transition and discharge planning. All programming shall include additional topics and foci as required to respond appropriately to individualized treatment needs.

- d. Each offender shall receive individual counseling a minimum of two (2) times per month. Individual counseling sessions should be sixty (60) minutes in length per session.
- e. Each offender shall receive a minimum of three (3) ninety minute (90) sessions of group counseling per week.
- f. Each offender shall receive a minimum of four (4), one (1) hour recovery centered education classes per week. Recovery centered education topics shall include, but not be limited to:
  - Stage of Change Approach to Recovery
  - Disease Concept of Chemical Dependency
  - Special Needs Related Topics
  - Criminal Thinking
  - Relapse Prevention for Substance Use Disorders and Criminality
  - Spirituality
  - Emotions Management
  - Review of Self-Help Programs
  - Stress Management Techniques
  - Health Needs in Substance Use Disorders Recovery
  - Family and Social Relationships in Recovery
  - Impact of Parental Substance Use on Children
  - Influence of Trauma on Substance use
  - Domestic/Family Violence
  - HIV and Other STD Prevention
  - Codependency
  - Recreational/Leisure Skills Development
  - Smoking Cessation and Nicotine Addiction
  - Medicated Assisted Treatment
- g. The contractor shall obtain approval from the Assistant Division Director/SAS, DORS prior to implementation, for the personnel and curricula proposed for the program.
- h. The provider shall develop and implement programmatic and case management services to address the reentry preparation needs of offenders including, but not necessarily limited to, vocational readiness, employability skills, and life skills. Case management services shall be provided in three (3) to five (5) sessions for offenders in the six (6) month program and six (6) to ten (10) sessions for offenders in the twelve (12) month program.
- i. The contractor should anticipate and be prepared to meet a range of individual needs related to the offender's individual assets and challenges. Therefore, services must be individualized on a continuous basis and counselor to offender caseload ratio shall be maintained at no higher than one (1) counselor to fifteen (15) offenders, and preferably one (1) counselor to twelve (12) offenders.
- j. The contractor shall ensure oversight and supervision of the program to maintain individualized services that are tailored the needs of offenders in the program. The contractor shall collaborate with education, mental health, medical, and other interdisciplinary staff to achieve appropriate levels of care and to promote success for the offenders.
- k. If pre-release medication is available, through federal funding, as an adjunct to institutional treatment the contractor shall purchase the medication for use in the treatment of eligible offenders who volunteer for MAT (Medication Assisted Treatment). Any remaining funds must be used in the final quarter of the contract year to pre-purchase medication for future use. The contractor shall provide the purchased medication to the Department's medical contractor to administer medication to qualifying offenders a few days before their release.

**2.13 Treatment Plan:**

- 2.13.1 The contractor shall ensure that the treatment planning includes goals, objectives, and specific interventions to address recovery from substance use disorders, criminality and any additional assessed mental health disorders. Other special needs necessitating adaptations of the treatment process and treatment interventions shall also be addressed in the offender's individualized treatment plan.
- 2.13.2 At a minimum, the contractor shall provide the department approved substance use and motivation for change assessment(s) that identifies needs, problems and assets. The assessment(s) will be used to develop an initial individualized treatment plan for each offender as described in the above paragraph.
- 2.13.3 The contractor shall determine if a Gender Responsive Assessment Instrument has been completed on an offender and, if so, shall incorporate applicable needs into the Treatment plan for those offenders in six (6) to twelve (12) months of treatment.
- a. The contractor shall complete an initial individualized treatment plan for each offender within ten (10) calendar days of program admission.
  - b. The contracted staff shall complete a treatment plan review and update on each offender at a minimum frequency specified by Department policy.
  - c. The contractor shall invite the Warden at each correctional facility and a designated Probation and Parole officer to all treatment team meetings.
  - d. Treatment plan reviews shall include input from all treatment team members. Each offender shall participate in his treatment plan review.
  - e. The contractor shall ensure that all assigned treatment team members, as well as the offender, sign the treatment plan reviews and updates.
- 2.13.4 Prior to discharge, the contractor shall address with the offender and within the treatment plan continuing care needs as discussed. The plan must detail continuing substance abuse and mental health service needs. The contractor should consult with the Institutional Chief of Mental Health Services to determine appropriate referral(s) for offenders with diagnosed mental health problems. When a Gender Responsive Assessment Instrument has been completed for a female offender, relevant information will be addressed as possible in the continuing care and recovery plan.
- a. The contractor shall review the continuing care and recovery plan with the supervising institutional probation and parole officer and consult with field probation and parole, regarding appropriate referrals.
- 2.13.5 The contractor shall complete a discharge summary, preferably by the day of treatment discharge, but no later than three (3) working days of the offender's discharge from the program. The treatment plan with applicable continuing care recommendations and a discharge summary, must be completed in the Department computer system and made available to Probation and Parole and Classification staff, in accordance with Department policy.
- 2.13.6 The contractor shall ensure that the offender signs the Department approved Release of Information form to facilitate the release of the documents contained within the Continuing Care Packet, if applicable, to the designated community resource and referral agencies. The contractor shall work with Department staff to ensure that the documents are forwarded immediately to the referral agencies, as requested.
- 2.13.7 The contractor shall collaborate with interdivisional Department staff to provide the assessment information necessary to assist in the development of an effective Transition Accountability Plan (TAP) and to ensure that, in accordance with Department policy, information about appropriate continuing care

and recovery support services are provided to Department staff for inclusion in the transitional components of the TAP. The contractor agrees and understands that TAP development and implementation may require collaboration with field Probation and Parole staff and partnering agencies in the community.

## **2.14 Clinical Records and Documentation:**

2.14.1 The contractor shall ensure that the clinical records contain the following documentation:

- Initial screening and assessment interview, substance use assessment and ICA-SA
- Summary report/narrative of initial assessment. Key information from the GRA will be integrated into summary for female offenders
- Treatment contract (See Attachment 5), offender orientation to program services and rules, confidentiality statement, and offender's rights to grievance procedures
- Requests, receipts, or releases of information signed by the offender
- Initial individualized treatment plan, updated treatment plan(s) and treatment plan review(s)
- Progress notes for each individual contact and as needed to document significant program events.
- Gender responsive continuing care materials including a structured plan for recovery and relapse prevention guidelines for substance use and criminality
- Institutional treatment center case evaluation form
- Discharge summary
- Program completion forms

2.14.2 Documentation of the assessment must include, but is not limited to:

- Demographic and identifying information
- Statement of needs and treatment expectations from the offender
- Presenting problem/situation and referral source
- History of previous substance use and/or psychiatric treatment including number and type of admissions as well as any current psychiatric symptoms
- A brief summary of health/medical history, if available
- Current medications and identification of any medication allergies and adverse reactions
- Alcohol and drug use for the thirty (30) days prior to incarceration and a substance use history that includes type of drug, patterns of use, duration and consequences of use
- Family, social, vocational, educational, legal, and recreational/leisure status and functioning (the collection and assessment of historical data is required in addition to the current status)
- Personal and social resources and strengths, including the availability and use of family, social, peer, and other natural support systems
- The offender's assessed readiness for change for both substance use and criminality
- Pertinent information from the Gender Responsive Assessment Instrument

2.14.3 The individualized treatment plan shall include the following information:

- Measurable goals and outcomes
- Objectives for achieving stated goals
- Specific interventions for each objective
- Service supports and actions of both the offender and staff to accomplish each goal/outcome
- Involvement of family and other supports when applicable
- Target and achievement dates for goals, objectives and interventions
- Dates for treatment plan reviews and updates
- Estimated discharge/completion date

2.14.4 Progress Notes shall include the following information:

- Description of the specific service provided
- Date and actual time (beginning and ending times) for the service was rendered

- Legible signature and title of staff rendering services
- Relationship of services to the individualized treatment plan, with references to specific goals, objectives and interventions
- Description of offender's participation and response to services provided
- A brief summary of important information shared by the offender during the session
- Planned future actions by offender and/or staff

2.14.5 The discharge summary shall include, regardless of discharge status, the following information:

- Admission and discharge dates
- Reasons for admission and referral source
- Statement of the problem
- Assessment summary completed according to specifications herein
- Description of services provided, progress, and outcomes achieved
- Medical status and any needs that require ongoing monitoring or support, including prescribed medications
- Reason for and type of discharge
- Continuing care/aftercare plan and a structured plan of recovery including relapse prevention guidelines for substance use and criminality

## **2.15 Certification Requirements:**

### **REVISED BY AMENDMENT #001**

- 2.15.1 The contractor shall comply with and continuously meet the certification requirements set forth by the Missouri Department of Mental Health, Division of Behavioral Health as may be applicable. (See Certification Standards for Alcohol and Drug Abuse Programs 9CSR 10 Chapter 7 Core Rules for Psychiatric and Substance Abuse Programs.) The standards can be viewed and downloaded from the following website: <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/9csr/9c10-7.pdf>
- 2.15.2 The contractor shall obtain full certification from the Missouri Department of Mental Health, Division of Behavioral Health within one (1) calendar year of service implementation, unless granted written permission by the Assistant Division Director/SAS DORS and the Division of Behavioral Health to delay full certification.

## **2.16 Security:**

- 2.16.1 The Department shall provide and be entirely responsible for the security of the contractor while in the Department facility. The level of security provided shall be consistent with and according to the same standards of security afforded to Department personnel.
- 2.16.2 The Department shall provide security and security procedures to protect the contractor's equipment as well as Department equipment. The contractor and contractor's staff shall adhere to all Department policies and procedures regarding security, custody, and control of offenders.

## **2.17 Training Requirements:**

- 2.17.1 The contractor shall cooperate with the Department regarding orientation and training efforts as may be required herein. The contractor understands and agrees that expenses incurred on behalf of its employed or contracted staff members, including but not necessarily limited to, meals, mileage, lodging and displacement, shall be its own responsibility for payment. The contractor shall not be obligated nor be allowed to pay any expenses incurred by the Department in such instances. Orientation and training shall include the following:

- a. Completion of the Department's three (3) day Basic Training prior to initiation of services.

- 1) At the discretion of the Department and upon the Department's authorization to proceed with services, the contractor's staff attending basic training may be staggered over a period of time to be mutually agreed upon by the Department and the contractor.
- b. Completion of a host institution orientation as required by the Warden at each correctional facility.
- 1) The contractor shall also require all full-time, part-time, backup or substitute personnel to complete the host institution orientation prior to initiation of services.
  - 2) Backup or substitute personnel must meet the three (3) day Basic Training requirement if they will be providing services in the institution for sixty (60) consecutive working days or longer.
  - 3) A minimum of forty (40) hours of professional development training annually, which shall include:
    - Department's core curriculum training hours as required by host institution;
    - Training on the MOCIS Healthcare Module (confidentiality/treatment documentation), as required
    - Harassment, Discrimination and Retaliation
    - Prison Rape Elimination Act
    - Maintaining Appropriate Professional Boundaries
    - Security Mentor and other cyber security training
  - 4) Pathway to Change Facilitator Training: The three (3) day facilitator training is required for all staff who facilitate Pathway to Change groups prior to assuming that role and an eight (8) hour follow-up training is required within six (6) to nine (9) months when facilitating groups.
  - 5) The contractor shall participate in additional training, as deemed necessary by the Department, to ensure successful compliance of the contract.
  - 6) Participation in and attendance at training shall be documented in contractor's training records.
  - 7) The contractor shall maintain an ongoing counselor clinical supervision plan for staff trainees who are not certified, or qualified counselors as referenced in the Missouri Credentialing Board requirements.

2.17.2 The contractor shall agree that a staff member shall not work unsupervised prior to completing basic training.

## **2.18 Personnel Requirements:**

2.18.1 The contractor shall comply with the following personnel requirements:

- a. All contractor and subcontractor employees who will provide services in the facility must be at least 21 years of age and must submit to and pass a background investigation conducted by the Department or its designee. Such investigation shall be equivalent to investigations required of all personnel employed by the Department.
- b. All contractor and subcontractor employees must submit to and pass a pre-employment drug-screening test and thereafter random drug testing pursuant to the Department policy and procedures on employee drug testing.
- c. Offenders under active Federal or State felony or misdemeanor supervision must receive written Division Director approval prior to becoming a contractor/employee in an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive

written approval in advance from the Director, Division of Offender Rehabilitative Services or designee.

- d. 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 and certifications held by the contractor's personnel must be current.
- e. The contractor shall be responsible for the "licensing/certification supervision" its staff that require the supervision of a Missouri Licensed or Certified Professional because of a professional standard or statutory regulation.
- f. The contractor shall provide the Department with current curriculum vitae information and evidence of licensure and/or certification of any member employed by the contractor prior to the employment of the person for on-site delivery of services.
- g. The Department reserves the right to approve all personnel prior to the hiring, actual employment, and placement of any staff member. Therefore, the Warden at each correctional facility and the Assistant Division Director/SAS, DORS, must approve all contractor employees suggested for placement at the respective site.
  - 1) In addition to the requirements stated in section 2.18.1, any Department employee utilized by the contractor to perform services under the contract, either compensated or volunteer, must comply with Department policy regarding Secondary Employment/Volunteer Work.
- h. 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.
- i. The contractor shall agree and understand that the Department's award of this contract is predicated, in part, on the utilization of the specific 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 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. Approval of a substitution will not be reasonably withheld. In such instances, an amendment may be required.
  - 1) The contractor shall provide substance use disorder services approved by the Department as indicated above.
  - 2) For the purposes of this contract, minimum staffing shall be defined as all the individual positions listed in the contractor's Exhibit M, Personnel Control Listing, included with its bid at the time of submission. The contractor shall maintain minimum staffing levels throughout all periods of the contract. Additions of staff members following contract award shall be considered an increase to the contractor's minimum staffing levels.
  - 3) The contractor must provide written notification to the Assistant Division Director/SAS, DORS, if staffing falls below the minimum levels guaranteed in Exhibit M for a period in excess of two weeks.
  - 4) 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.

- 5) The contractor shall consult with the Warden and the Assistant Division Director/SAS, DORS, when any personnel performing under the terms of the contract are terminated for disciplinary reasons. Whenever possible, this consultation should occur prior to staff terminations, but at minimum, the Warden and the Assistant Division Director/SAS, DORS, shall be informed within 48 hours of the termination.
- j. If the Department is dissatisfied with any member of the contractor, 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 contractor member with appropriate part-time or overtime staff until a full-time replacement, meeting the Department's approval, can be employed. In such instances, the contractor must maintain the number of FTE in the staffing plan included with the contractor's awarded bid.
- j. The contractor shall not bind any member of the contractor's staff to an agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict that member from accepting employment with other providers similarly situated.
- k. 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, regarding operations and activities in and about all Department property. The contractor and the contractor shall assist the Department in enforcing offender rules by reporting violations to the Department or its designee. The contractor agrees to assist the Department in enforcing a zero tolerance policy for offender abuse, including sexual abuse. Furthermore, the contractor shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.
- l. 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 chief administrative officer/designee of the facility, and to the Assistant Division Director/SAS, DORS, in order that proper communications can occur with the contractor.
  - 1) The contractor shall be responsible for the conditions of employment, work environment and employee rights of the contractor. The contractor must provide a means, and orient contractor 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 shall ensure 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 shall include access to supervisory personnel for problems to include, 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.
  - 2) The contractor shall submit a Personnel Control Listing, Exhibit M, to the Warden at each correctional facility and to the Assistant Division Director/SAS, DORS, on a monthly basis, and within the first five (5) working days of each month. Exhibit M must be thoroughly completed and up to date to include names, positions, and qualifications (including licensure, certification, and registration numbers) of all persons associated with the provision of services under the contract. On the Exhibit, M the contractor shall identify the person responsible for supervision and what percentage of FTE (Full Time Equivalent) is devoted to supervision.

- 3) For the purposes of the contract, an FTE shall be defined as a contractor position working two thousand eighty (2,080) hours annually, with all salary, benefits, and compensation paid for by the contractor.
- m. The contractor shall provide one full time, on-site program administrator at CCC and one full-time program administrator at WERDCC/NECC who are responsible for organizing and delivering treatment services in cooperation with the Warden at each correctional facility and the Assistant Division Director/SAS.
  - n. The program administrators should possess a master's degree in a mental health related discipline or in the field of criminal justice, a minimum of three (3) years experience in the treatment of substance abuse and/or mental health disorders and related experience in the supervision and management of substance abuse professionals as well as completion of Missouri Credentialing Board (MCB) Clinical Supervision Training. The program administrators shall also hold Missouri licensure, certification, or registration or be eligible for same within one year of assuming the position.
    - 1) While a master's degree is strongly preferred, the following qualifications may be acceptable upon review and prior approval of the Assistant Division Director/SAS DORS.
    - 2) A bachelor's degree in an appropriate field, plus a minimum of five (5) years experience in treatment of substance use disorders, plus certification as a Certified Reciprocal Alcohol Drug Counselor or a Certified Reciprocal Advanced Alcohol Drug Counselor, Certified Criminal Justice Professional, or Co-occurring Disorders Professional holding current licensure or certification through the Missouri Board of Professional Registration as a substance abuse counselor, plus documented supervisory and managerial experience in a closely related substance abuse or mental health program.
  - o. The Contractor should allocate one (1) FTE to perform pre-program placement assessments for Board of Probation and Parole referred offenders at each of the women's facilities to ensure the timeliness of assessments. As long as these assessments are prioritized, the provider may apply their unassigned time to other programmatic or service needs.
  - p. Staffing patterns for the Short-Term, Intermediate, Long-Term programs shall not exceed a ratio of one (1) staff person to twenty-two (22) offenders.
  - q. The contractor's clinical supervisors should possess a Master's degree in a mental health related area, and must possess appropriate certification, licensure or registration and complete the Missouri Credentialing Board (MCB) Clinical Supervision Training. The contractor shall provide a minimum of four (4) clinical supervisors at CCC and a minimum of four clinical supervisors at WERDCC, one (1) who will be dedicated solely to the Co-occurring Disorders Wing.
  - r. At WERDCC, the contractor shall provide a minimum of six (6) full time staff solely for the Co-occurring Disorders wing as follows:
    - 1) The clinical supervisor shall possess, at minimum, an appropriate master's degree and state licensure as a mental health or social work professional. A minimum of three (3) years experience in the treatment of dual diagnosis disorders, preferably in the treatment of women, is also required.
    - 2) Four (4) Certified Substance Abuse Counselors, one (1) who should have a master's degree in a clinical, counseling or social work area. Missouri certification as a substance abuse or a Co-Occurring Disorders professional is required. With approval by Assistant Division Director/SAS DORS prior to program implementation, certification for one of these individuals may be postponed provided a detailed training plan is in place for counselor certification is provided.

- 3) One (1) counselor trainee under the supervision of a licensed or certified member of the contractor's staff.
  - 4) An average counselor to offender ratio of one (1) to twelve (12) must be maintained for the Co-occurring Program at WERDCC.
- s. Co-occurring Disorder offenders should be assigned to primary counselor(s) with training, education, and experience in working with individuals with Co-occurring Disorders. The training and experience of these individuals must be documented and reviewed by the Assistant Division Director/SAS, DORS, prior to their employment.
  - t. If the contractor has made a documented good faith effort to employ counselors with the backgrounds listed above, counselors who do not possess previous experience and training in Co-occurring Disorders may be approved if the contractor submits a plan for their supervision by counselors with experience and education in working with individuals with Co-occurring Disorders. Quarterly, the Department will review the training plan for the counselors; a lack of compliance with the training plan may be basis for termination of the counselor.
  - u. At NECC, one (1) Clinical Supervisor (please see section q. for clinical supervisor requirement) and three (3) credentialed counselors and one (1) counselor trainee/case manager shall be available to provide a range of services required. Due to the increased emphasis on individualized treatment needs, the Contractor should provide staff with experience with substance use disorders treatment and special needs clients including, but not limited to, co-occurring, traumatized, and cognitively impaired offenders including those with traumatic brain injury. Since Veterans may be among the population served, one (1) counselor/trainee should have experience in vocational rehabilitation.
    - 1) The counselor-to-offender ratio of one (1) counselor to twelve (12) offenders per caseload is preferred for NECC; however, the ratio may be 1 to 15.
  - v. The contractor must submit recommended staff for approval by the Assistant Division Director/SAS, DORS, prior to the implementation of services required by this contract.
  - w. The contractor shall meet or exceed the minimum staffing requirements indicated herein at all times.
- 2.18.2 The Department shall have the right to review actions and documentation of actions taken by the contractor related to the contractor's personnel identified by the contractor as either not meeting the requirements of the contract related to the Prison Rape Elimination Act (PREA) or violating the state agency's policies and procedures related to PREA, or both.
- a. The contractor shall be responsible for the actions or inactions, whichever is applicable, of all personnel providing services under the contract.
  - b. The contractor shall immediately report any violation of professional practice to the appropriate licensing/certification board. Immediately thereafter, the contractor must provide documentation of the report to the state agency.
  - c. Within twenty-four (24) hours of disciplinary action taken against any of the contractor's personnel providing service under the contract, the contractor shall inform the state agency of the personnel disciplinary action, including counseling and legal action. If requested by the state agency, the contractor shall provide documentation of the incident leading to the disciplinary action.

## **2.19 Interpretive/Translation Services:**

2.19.1 The Department shall determine whether an offender requires Interpretive/Translation services due to an offender's physical impairment or language barrier. The Department will obtain and bear the financial responsibility for such services.

2.19.2 The Contractor shall coordinate all such services with the Department and the Assistant Division Director/SAS DORS and must receive approval for each interpreter/translator the program plans to utilize, prior to the interpreter/translator providing services.

## **2.20 Meeting Requirements:**

2.20.1 Meeting Requirements:

- a. The contractor shall meet with the Department on an as needed basis after the contractor has fully implemented services. If acceptable to the Department, such meetings may be conducted via telephone call.
- 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, 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.
- c. The Warden/designee at each correctional facility will meet at least weekly with the contractor's on-site program administrator to discuss pertinent program/Department issues.
- d. The contractor shall actively participate in monthly contract/program oversight meetings, chaired by the Warden at each correctional facility. When full contract implementation is achieved, meetings will be conducted, at minimum, on a quarterly basis.

## **2.21 Quality Assurance Requirements:**

2.21.1 The contractor shall design and implement monthly quality assurance (QA) activities to ensure appropriate contract compliance and service quality. A summary of monthly QA activities for each facility shall be maintained and forwarded to the Assistant Division Director/SAS, DORS and the Warden at each correctional facility on a quarterly basis according to the following schedule: October 15 (for the months of July, August, September), January 15 (for the months of October, November, December), April 15 (for the months of January, February, March), and July 15 (for the months of April, May, and June).

- a. Upon award of the contract, the contractor will provide to the Warden at each correctional facility, and the Assistant Division Director/SAS, DORS, an initial quality assurance plan no later than September 1, 2016 or no later than the initial day of contract effective date, if award is delayed..
- b. The contractor will collaborate with the Warden at each correctional facility to submit required monthly treatment center information reports to the Assistant Division Director/SAS, DORS,
- c. The contractor agrees and understands that requirements for quality assurance reports and data submitted to the Department may be revised over the course of the contract in accordance with changing expectations, policy and the needs of the Division and/or the Department.

## **2.22 Audit Requirements:**

2.22.1 At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.

- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of 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, case management files, procedure files and any other files related to the contract.
  - 2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other 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 Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

2.22.2 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.

2.22.3 The contractor shall stamp all correspondence, forms, documents, notices and any other material pertinent to offenders as well as material pertinent to the administration of the contract, with the date of receipt by contractor office personnel.

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

## **2.23 Payment Requirements:**

2.23.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.23.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

## **2.24 Invoice Requirements:**

2.24.1 The Contractor shall provide an itemized invoice with the following information:

Daily average program census

Date(s) the offenders are provided services listed by program

- a. The contractor shall attach a list containing the name and DOC ID number for each offender who received the department approved assessment during that month.
- b. The invoice shall provide a separate section for each institution with a grand total amount to be paid identified.

2.24.2 On or before the tenth day of each month, the contractor shall submit an itemized invoice, for service provided during the previous month, with copies to the Warden at each correctional facility and the Assistant Director, DORS, Substance Abuse Services:

Randell Hughes, Business Manager  
Division of Offender Rehabilitative Services  
Missouri Department of Corrections  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, Missouri 65102

2.24.3 Upon receipt and approval of the services provided, the Department's Fiscal Management Unit will process the invoice, subject to the following:

- a. The contractor shall invoice for services provided at the contracted unit price stated on the Pricing, Exhibit A.
- b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the Contractor of such change.
- 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 specified herein, no other payments whatsoever shall be made to the contractor.

2.24.4 The Contractor should have the capability of accepting the State of Missouri Purchasing card (VISA) as a method of payment. Unauthorized price changes or additional fee(s) must not be assessed when accepting the purchasing card as a form of payment. The Purchasing card acceptance is preferred but is not the exclusive method of payment.

**END OF PART TWO: SCOPE OF WORK**

### **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 state and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.*

#### **3.1 Contractual Requirements:**

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the DOC'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 State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DOC 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 state 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 three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods 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 state 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 state 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 sixty (60) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.5 Transition: Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- 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 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 clients in behalf of the Department nor be paid for service to any new clients by the Department if service is implemented after the termination or cancellation date of the contract. In the event that services for a client are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.
    - The contractor must obtain specific written approval from the Department prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.
    - The decision to allow a client to receive continuing services shall be made by the Department on a case-by-case basis at its sole discretion.
- 3.1.6 Deficiency Notice - The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.

- b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).
  - c. Upon receipt of the notice of the deficiency, the contractor shall have ten (10) calendar days, unless otherwise specified in writing by the Department, to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the ten (10) day period.
  - d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.
- 3.1.7 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.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.8 Conflict of Interest - It is agreed that no Missouri State employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract, written approval shall be obtained from the director of the Department.
- a. A state employee shall not use state facilities or materials for personal gain relating to the performance of this contract.
- 3.1.9 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.10 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations

agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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

3.1.11 Confidentiality - The contractor shall agree and understand that all discussion 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, documents, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

- a. The contractor shall maintain strict confidentiality of all offender information or records supplied to it by the Department or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/offender unless such disclosure is required by law.
  - 1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's provider's subcontractors and employees.
  - 2) 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.
  - 3) The information protected by 42 C.F.R. Part 2 is that which a program discloses that identifies an individual directly or indirectly as having a current or past drug or alcohol problem. 42 C.F.R. Part 2 requires patient consent for disclosure of protected health information from the purposes of treatment for healthcare operations. Consent for disclosure must be in writing.

Refer to Organizations for the Blind and Sheltered Workshop and SDVE Guidelines at <http://oa.mo.gov/purchasing/agency-information/section-34165-rsmo-organizations-blindsheltered-workshop-preference> and <http://oa.mo.gov/purchasing-materials-management/agency-information/section-34074-rsmo-missouri-service-disabled> for further information

- 3.1.12 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the DOC a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the DOC.
  - b. The DOC will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the DOC determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
    - 1) The contractor must obtain the written approval of the DOC 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 DOC detailing all efforts made to secure a replacement. The DOC 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.
- 3.1.13 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 3.1.14 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 State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - 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 the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, 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.

3.1.15 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.1.16 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.

3.1.17 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

3.1.18 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.
- 3.1.19 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 DOC if any requested work would involve prevailing wage; the DOC shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.1.20 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- a. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
    - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
    - 2) The dollar amount of Federal funds for the project or program; and
    - 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS**

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

**4.1 Submission of Bids:**

- 4.1.1 The bidder should include two (2) additional 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.
  - a. The bid should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the 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 bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 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 State of Missouri 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 Contact – Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 4.1.5 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

**4.2 Evaluation and Award Process:**

- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, 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 lowest and best bid.

<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Cost	40
Bidder’s Experience, Reliability, and Expertise of Personnel	30
Method of Performance	30
<b>TOTAL</b>	<b>100</b>

4.2.2 After an 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. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Department.

**4.3 Evaluation of Cost:**

4.3.1 Pricing – The bidder must provide pricing as required on Exhibit A, Pricing Page, including all renewal pricing.

4.3.2 Cost Evaluation – The cost evaluation shall be based on the firm fixed price stated on the Pricing Page for each potential contract period.

4.3.3 The Department shall perform a comparative assessment of the pricing submitted for each bid in relationship to other responsive bids received.

**For evaluation purposes only**, cost will be based on the sum of the total prices for the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the department over the potential life of the contract. A multiplier of 50 weeks will be used in the cost calculations to account for holidays during the year.

The following formula will be used:

WERDCC – 240 beds x 6 days x 50 weeks x per diem cost = WERDCC cost

CCC – 256 beds x 6 days x 50 weeks x per diem cost = CCC cost

NECC – 62 beds x 5 days x 50 weeks x per diem cost = NECC cost

The totals for each renewal option will be calculated in the same manner. All calculated costs for the original contract period plus each renewal option will be added together to arrive at the total potential contract cost.

- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation points (40)}}{1} = \text{Assigned Cost Points}$$

- c. If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the buyer.
  - 1) In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.
- d. The bidder shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding

the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

#### **4.4 Evaluation of Bidder's Experience, Reliability, and Expertise of Personnel:**

4.4.1 Experience and reliability of 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.
- b. Experience - The bidder should provide information related to previous and current services/contracts of the bidder or bidder's proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit C or in a similar manner.
  - 1) As part of the evaluation process, the State of Missouri 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 State of Missouri is not obligated to contact the bidder's references.

4.4.2 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 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.
  - 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 State of Missouri.
- 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 State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**4.5 Evaluation of Method of Performance:**

- 4.5.1 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. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.5.2 Description of Proposed Services - Exhibit F 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 products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products 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.
- 4.5.3 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 state.
- a. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.5.4 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 state as to its acceptability and impact on competition.
- a. Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

Refer to Organizations for the Blind and Sheltered Workshop Guidelines at <http://oa.mo.gov/purchasing/agency-information/section-34165-rsmo-organizations-blindsheltered-workshop-preference> for further information.

**4.6 Organizations for the Blind and Sheltered Workshop Preferences:**

- 4.6.1 Pursuant to section 34.165, RSMo, and 1 CSR 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.
- 4.6.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- a. 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.

- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. 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:
  - 1) Participation Commitment - The bidder must complete 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.
  - 2) 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, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- d. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. 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>
- f. 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, Participation Commitment, shall be interpreted as a contractual requirement.

Refer to SDVE Guidelines at <http://oa.mo.gov/purchasing-materials-management/agency-information/section-34074-rsmo-missouri-service-disabled> for further information.

#### **4.7 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:**

- 4.7.1 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 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.

#### **4.8 Other Bid Submission Requirements:**

- 4.8.1 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.
- 4.8.2 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit J with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.8.3 Miscellaneous Information – The bidder should complete and submit Exhibit K, Miscellaneous Information.
- 4.8.4 Employee Expense Charged To Contract - The bidder should complete and submit Exhibit L, Employee Expense Charged To Contract.

**EXHIBIT A**

**PRICING PAGE**

The bidder shall provide firm, fixed pricing for Assessment and Substance Abuse Treatment Services Program, and maximum prices for each renewal period, pursuant to all mandatory requirements herein. The bidder must clearly describe any one-time required firm, fixed costs and all annual costs necessary to meet the IFB requirements herein. The bidder must indicate any other relevant information related to the pricing of their proposed products/services. Pricing must include all start-up costs, technical support, and training.

**WERDCC**

SERVICE DESCRIPTION	FIRM, FIXED PRICE	First Renewal Period	Second Renewal Period	Third Renewal Period
All services at WERDCC	\$ _____ per day per offender			

**CCC**

SERVICE DESCRIPTION	FIRM, FIXED PRICE	First Renewal Period	Second Renewal Period	Third Renewal Period
All services at CCC	\$ _____ per day per offender			

**NECC**

SERVICE DESCRIPTION	FIRM, FIXED PRICE	First Renewal Period	Second Renewal Period	Third Renewal Period
All services at NECC	\$ _____ per day per offender			

The bidder should indicate below whether it will allow the Department to make payments using the State of Missouri Purchasing card. If the contractor agrees, the contractor shall be responsible for all merchant fees passed on by the purchasing card contractor. Furthermore, the contractor shall agree prices identified above will remain the same:

Agreement \_\_\_\_\_ Disagreement \_\_\_\_\_

Bidder to state discount for prompt payment, if applicable.

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

Indicate if the bidder is a For Profit or Nonprofit Entity:

\_\_\_\_\_ For Profit \_\_\_\_\_ Nonprofit

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

**EXHIBIT C**

**CURRENT/PRIOR EXPERIENCE**

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.

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
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)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
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
✓	
✓	
✓	
✓	
<b>Staffing Methodology</b>	
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)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

**EXHIBIT F****METHOD OF PERFORMANCE**

The bidder should present a written plan for performing the requirements specified in this Invitation for Bid. In presenting such information, the bidder should specifically address each of the following areas:

1. Bids should clearly describe the bidder's distinctive plan for performing the requirements of the IFB and compose a narrative specific to requirements of this contract. The bidder should detail how they will accommodate the requirements of the contract and shall address how the method of performance will adhere to the Department of Mental Health program certification requirements.
2. If the bidder is requesting a waiver for any current state program standard in Department of Mental Health certification requirements relating to services requested in this IFB, the bidder should supply a copy of the waiver request with that bid submission.
3. Organizational Chart - The bidder should provide an organizational chart for each program location and one organizational chart that conveys the overall management responsibilities which show the staffing and lines of authority for the key personnel to be used in each program. The organizational charts 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.
4. The method of performance should also specify the start-up team for the implementation of the contract and the relationship of those team members to the management structure of the bidder's organization.
5. The bidder should specify how they will accommodate the specific and unique needs of offenders with mental illnesses, cognitive impairments and physical disabilities. The bidder should address deficits in reading, written, spoken and receptive language, learning disabilities, hearing, vision and other special needs.
6. The bidder should include specifications for meeting group education requirements including hours per week and maximum group size.
7. The bidder should submit a program schedule and curriculum for each program requirement.
8. The bidder should detail what training topics are provided to new staff and the number of hours of training staff receive before providing services in an institution.

**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.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>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.</i>
1.	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The 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:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**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 Address: \_\_\_\_\_ Certification (or attach copy of certification) \_\_\_\_\_

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

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

(Please Print)

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

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

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

**Authorized Signature:**

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

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

**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 state agency 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 state agency.
- 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.)

<b>FOR STATE USE ONLY</b>	
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.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** 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**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (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.

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

\_\_\_\_\_  
*Authorized Representative’s Signature*

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

\_\_\_\_\_  
Date

**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)

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

\_\_\_\_\_  
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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include 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**

**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.)*

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

\_\_\_\_\_  
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)	<i>Authorized Business Entity Representative’s Signature</i>
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**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Department.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

- 1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT K**

**MISCELLANEOUS INFORMATION**

If any products and/or services offered under this IFB are being manufactured or 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 products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: _____ 1. Unique good or service. • EXPLAIN: _____ _____ 2. Foreign firm hired to market Missouri services/products 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 products and/or services being manufactured or 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:	_____%





**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.

Revised 08/07/2014

**ATTACHMENT 1****MENTAL HEALTH NEEDS SCORING***(From the Missouri Department of Corrections Reclassification Analysis)***MH-5 Severe Functional Impairment Due to Mental Health Disorder**

- Offender requires intensive psychiatric treatment at the Biggs Correctional Unit (BTCU) or Corrections Treatment Center (CTC) or,
- Offender requires frequent mental health contacts, psychotropic medications and a structured living unit in a correctional institution

*(All clinical criteria below must apply)*

- ✓ Offender's current mental status shows severe impairment in reality testing ability due to psychosis, major affective disorder, organic cognitive disorder and/or severe borderline disorder.
- ✓ Offender is imminently dangerous to self or others as a result of a mental disorder, and
- ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

**MH-4 Serious Functional Impairment Due to a Mental Disorder**

- Offender requires intensive or long-term inpatient or residential psychiatric treatment at a Social Rehabilitation Unit (SRU), Corrections Treatment Center (CTC), or Women's Social Rehabilitation Unit (WSRU) or,
- Offender requires frequent psychological contacts and psychotropic medications to be maintained in a general population setting

*(All clinical criteria below must apply)*

- ✓ Offender's current mental status shows impairment in reality testing ability due to psychosis, major affective disorder, organic cognitive disorder and/or severe borderline disorder,
- ✓ Offender is gravely psychologically disabled due to a mental disorder or mental retardation,
- ✓ Offender is not imminently dangerous to self or others as a result of mental disorder, and,
- ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

**MH-3 Moderate Level of Mental Health Treatment Needs**

- Offender requires regular psychological services and/or psychotropic medication in a general population setting  
*(All clinical criteria below must apply)*
  - ✓ Offender's current mental status does not show any impairment in reality testing ability,
  - ✓ Offender is not imminently dangerous or gravely disabled due to their mental disorder, and,
  - ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

**MH-2 Mild Level of Mental Health Treatment Needs**

- Offender may benefit from brief episodes of counseling or psychotherapy. Offender can be maintained in a general population setting. *(Clinical criteria mark all that apply)*
  - ❑ Offender experiences mild or minor mental disorder symptoms that can be treated with psychological interventions
  - ❑ Offender's social history contains evidence of a suicide attempt or psychiatric hospitalization within the 1 last year.

**MH-1 No Current Mental Health Treatment Needs**

- Offender does not require any routine mental health services. Offender is not requesting any mental health treatment. Offender can be maintained in general population. *(Clinical Criteria mark all that apply)*

➤ **ATTACHMENT 1 continued**



➤ **MENTAL HEALTH NEEDS SCORING**

➤ *(From the Missouri Department of Corrections Reclassification Analysis)*

- ❑ Offender is not seeking mental health treatment
- ❑ Offender's social history does not contain evidence of suicide attempt or psychiatric hospitalization within the last 1 year.

**ATTACHMENT 2**

*This is a draft document to be used for informational purposes only as it relates to SDA411-065 and is not intended for use by any entity except Missouri Department of Corrections Staff*

	STATE OF MISSOURI DEPARTMENT OF CORRECTIONS TRANSITION ACCOUNTABILITY PLAN	PHASE:	LOCATION:
<b>OFFENDER NAME</b>		<b>DOC NUMBER</b>	<b>DATE</b>
<b>ASSETS</b>		<b>LIABILITIES</b>	
<b>PHASE START DATE: DISCHARGE DATE:</b>	<b>NEXT REVIEW DATE:</b>	<b>PAROLE HEARING DATE:</b>	<b>RELEASE DATE:</b>
<b>SPECIAL CONDITIONS:</b>			
The following is a cooperative effort among the offender, staff, and other resources.			
<b>01</b>			
<u><b>MY SELF-DEFEATING BEHAVIOR/PROBLEM THAT BLOCKS MY SUCCESS IS:</b></u>			
<u><b>MY BEHAVIORAL GOAL(S) TO ADDRESS MY PROBLEMS ARE:</b></u>			
<u><b>MY ACTION PLAN TO MEET THE ABOVE GOALS AND SPECIAL CONDITIONS: COMPLETION DATE:</b></u>			<u><b>TARGET COMPLETION DATE:</b></u>
<u><b>STAFF ACTION PLAN TO ASSIST IN MEETING THE ABOVE GOALS AND SPECIAL CONDITIONS: COMP DATE:</b></u>		<u><b>EMPLOYEE:</b></u>	<u><b>LOCATION:</b></u>
<b>02</b>			
<u><b>MY SELF-DEFEATING BEHAVIOR/PROBLEM THAT BLOCK MY SUCCESS IS:</b></u>			
<u><b>MY BEHAVIORAL GOAL(S) TO ADDRESS MY PROBLEMS ARE:</b></u>			
<u><b>MY ACTION PLAN TO MEET THE ABOVE GOALS AND SPECIAL CONDITIONS: COMPLETION DATE:</b></u>			<u><b>TARGET COMPLETION DATE:</b></u>
<u><b>STAFF ACTION PLAN TO ASSIST IN MEETING THE ABOVE GOALS AND SPECIAL CONDITIONS: COMP DATE:</b></u>		<u><b>EMPLOYEE:</b></u>	<u><b>LOCATION:</b></u>
<b>COMMUNITY LINKS &amp; RESOURCES USED TO ASSIST IN MEETING THE ABOVE GOALS &amp; SPECIAL CONDITIONS:</b>			
<b>NAME OF RESOURCE:</b>	<b>ADDRESS:</b>	<b>TELEPHONE:</b>	<b>CONTACT PERSON:</b>
<b>APPT. DATE &amp; TIME:</b>			
<b>ACCOMPLISHMENTS, PROGRAMS COMPLETED, AND PERSONAL ACHIEVEMENTS:</b>			
<b>ADDITIONAL INFORMATION:</b>			

I understand that information about my case history, which may include medical, mental health and/or substance abuse information, will be shared within the Department of Corrections.

<b>OFFENDER SIGNATURE:</b>	<b>DOC ID:</b>	<b>DATE:</b>	
<b>STAFF NAME:</b>	<b>ID#:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

**ATTACHMENT 3****MISSOURI REENTRY PROCESS**

The Missouri Re-Entry Process (MRP) is designed to assist the offender with planning for future release from incarceration and successful community integration. Department of Correction's staff collaborate with other state agencies, service providers and individual offenders to develop and implement a plan to assist the offender with his or her transition from prison to the community and to enhance offender preparation for successful re-integration in to the community.

The MRP consists of three (3) phases:

**Diagnostic/Institutional Phase** – This phase begins the day an offender is received in the Division of Adult Institutions and continues until the offender is six (6) months or less from release. This phase includes risk assessments, establishing classification, making institutional assignments, arranging for programming and treatment and parole decisions. During this phase the offenders' case management team assists the offenders in identifying their assets and liabilities, review assessments, and develop transitional accountability plans (TAP) to address the offenders' needs and to assist in achieving success.

**Transition Phase** – This phase begins at 6 months or less prior to release into the community. The offender may be transferred to a Transitional Housing Unit. This phase focuses on preparation for successful re-entry to the community, identifying offender needs and establishing continuity of care with community based resources to provide the offender assistance in the transition. Transitional services may include items listed on attachment #3.

**Community Phase** – This phase begins the day an offender is placed on supervision in the community. Although this is the last phase for an offender being released from incarceration, it is the first phase for an offender placed on probation. This phase encompasses probation and parole supervision, conducting assessments, establishing community support services based upon individual needs and achieving successful discharge from supervision.

**ATTACHMENT 4****TRANSITIONAL SERVICES**

<b>Anger Management</b>	Provides offenders with constructive ways to express and control their anger.
<b>Birth Certificates</b>	Assists offenders with the application to request a copy of their birth certificate from the vital statistics office in the state where they were born. There is a charge for each copy, which may vary from state to state.
<b>Building Strong Families</b>	Assists offenders in learning how to create and maintain a strong family group.
<b>Computer Skills Training</b>	Provides a basic introduction to using a personal computer and operating software programs.
<b>Community Connections</b>	Assists offenders in finding resources specific to the area of the state in which they are released. Resources are available to assist with housing, transportation, food, temporary financial aid, legal assistance, educational support services, health care, employment, counseling, spiritual enrichment, substance abuse treatment and much more.
<b>Driver's License</b>	Staff can provide a Missouri Driver's License booklet for an offender to study for a licensing test. They also assist in finding out the state of an offender's license and if fines or stipulations must be met before a license can be issued.
<b>Employment Life Skills</b>	This class covers Career Exploration, Job Application Protocol, Resumes and Cover Letters, Interviewing techniques, Job Retention, Parenting Styles, and Money Matters.
<b>Great Hires</b>	<a href="http://greathires.org">http://greathires.org</a> is the official Workforce Resource website for the State of Missouri. An offender's employment information can be entered on this website which contains various job openings. Staff will assist the offender in setting up an appointment with the career center in the geographical area of the offender's home plan and immediately upon receipt of information, Career Center staff can begin processing the offender's employment information.
<b>Higher Education</b>	Staff can assist offenders in getting information regarding community colleges or universities, as well as financial aid to attend school.
<b>Housing</b>	Staff can assist offenders in finding an acceptable home plan if they are unable to secure one on their own.
<b>Impact of Crime On Victims Class</b>	This is a ten week program that reviews the impact crime has on the victims. Offenders are presented with the victim's perspective and the harm that criminal behavior can cause.

**ATTACHMENT 4 (CONTINUED)****TRANSITIONAL SERVICES**

<b>Interviewing Essentials</b>	This teaches offenders how to give a successful interview and provides them with the opportunity to participate in recorded mock interviews. Offenders are then able to watch the recorded video and critique how well they performed.
<b>Long Distance Dads</b>	A twelve (12) week class that discusses good parenting skills and instructs offender's on discipline, reintegration back into the family, communication, setting boundaries and other areas related to family.
<b>Parent's Fair Share</b>	Staff can assist offenders with getting in contact with Parent's Fair Share. Parent's Fair Share includes assistance with child support and custody issues.
<b>Pathways to Change</b>	A twelve (12) week course that provides the offender with an understanding of who he/she is, his/her decision making processes, and how to change and accept them.
<b>R.A.I.N</b>	R.A.I.N. provides HIV/AIDS prevention education and compassionate care to individuals and families.
<b>Social Security Card</b>	Applications are available for offenders who have misplaced their social security cards. Information pamphlets explaining the purpose of a social security card and related benefits are also available to offenders.
<b>State ID Card</b>	DOC staff can assist offenders with obtaining a Missouri Non-Driver Identification card.
<b>Substance Abuse</b>	Offenders who are screened and referred by DOC staff, per standard operating procedure established by DORS and the site warden, may receive assessments and individualized program planning for substance abuse services. Services may be provided in the institution as well as by establishing referrals and/or appointments for services in the community following release from prison.
<b>Veteran's Affairs</b>	Staff can assist offenders who have served in the military and who have received an honorable discharge with information regarding possible benefits and services from several organizations.

**ATTACHMENT 5**



STATE OF MISSOURI  
 DEPARTMENT OF CORRECTIONS  
**INSTITUTIONAL TREATMENT CENTER CONTRACT**

INSTITUTIONAL TREATMENT CENTER
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OFFENDER NAME
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DOC NUMBER
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You have been assigned by the Board of Probation and Parole and/or the courts to an Institutional Treatment Center/Shock Incarceration Program.

I understand and agree to comply with the following:

1. I agree to abide by all Department of Corrections rules and regulations as provided in the Department Inmate Rulebook and appropriate Program Rules.
2. I understand that I will be restricted to the facility and will actively participate in all structured and scheduled activities/work assignments as directed by the Institutional Treatment Center.
3. I understand that escape from an Institutional Treatment Center constitutes a prosecutable Class B felony. I also understand that the use of force, including deadly force, may be used in the event of my escape or attempted escape.
4. If I have or develop a medical condition that requires extensive treatment away from the unit, preventing me from full participation in treatment, or that requires the use of certain restricted drugs, I will be transferred to an institution more able to meet my needs.
5. I understand that my failure to complete the Institutional Treatment Center program may result in my incarceration within the Division of Adult Institutions.
6. I understand that, if under probation, parole, or conditional release supervision status, my failure to successfully complete the Institutional Treatment Center program will constitute a violation of my orders of probation, parole, or conditional release.
7. I do not, to my knowledge, have any enemies at the Institutional Treatment Center and I realize there are no provisions for protective custody at this unit.
8. I understand that smoking will be permitted only in designated areas and never indoors.

I hereby attest, by my signature, that I have read or have had read to me the above cited contractual agreement regarding the Institutional Treatment Center and do agree to participate in this program.

OFFENDER SIGNATURE	DATE
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STAFF WITNESS SIGNATURE	DATE
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