STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 003
RFP NO.: RFPS30034901600754
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 09/29/16

REQ NO.: NR 931 YYY16708273
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 10/04/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO:

(U.S. Mail)	or	(Courier Service)
PURCHASING		PURCHASING
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002
RFP NO.: RFPS30034901600754
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 8/4/16

REQ NO.: NR 931 YYY16708273
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 8/11/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
PURCHASING
301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

BEST AND FINAL OFFER (BAFO) #002 to RFPS30034901600754

TITLE: Residential Facility Services - Statewide

CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017

The following paragraphs in RFPS30034901600754 have changes:

2.10.5 and its subparagraphs

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
RFP NO.: RFPS30034901600754
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 07/15/16

REQ NO.: NR 931 YYY16708273
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 07/25/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO:

(U.S. Mail)		(Courier Service)
PURCHASING	or	PURCHASING
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

BEST AND FINAL OFFER (BAFO) #001 to RFPS30034901600754

TITLE: Residential Facility Services - Statewide

CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017

The following paragraph and exhibit in RFPS30034901600754 have changes:

3.6.6
Exhibit J

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 1
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600754
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 05/26/16

REQ NO.: NR 931 YYY16708273
BUYER: 573-751-7656
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: June 16, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)		(Courier Service)
PURCHASING	or	PURCHASING
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
Post Office Box 236
Jefferson City MO 65102

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

ADDENDUM #1 to RFPS30034901600754

TITLE: **Residential Facility Services - Statewide**

CONTRACT PERIOD: **Effective Date of Contract through June 30, 2017**

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. The attendance sheet from the preproposal teleconference has been added to MissouriBUYS and can be found under the Addendum Documents.

2. The following paragraphs and attachment contain changes:

   2.1.4
   2.2.4 d 1)
   2.2.5
   2.2.5 c.
   2.4
   2.7.2 b 2)
   2.8.4 a.
   2.9.6
   2.10.5 c.
   2.10.5 c. 1)
   2.12.3
   2.12.4 a. 4)
   Exhibit F, Item 10
   Attachment #7

The changes are indicated in ***italics, unless the change is a deletion of words.***

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at https://MissouriBUYS.mo.gov. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600754
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 05/06/16

REQ NO.: NR 931 YYY16708273
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: June 16, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: *Print or type* **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	**PURCHASING**	**or**	**PURCHASING**
	PO BOX 809		**301 WEST HIGH STREET, RM 630**
	JEFFERSON CITY MO 65102-0809		**JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
Post Office Box 236
Jefferson City MO 65102

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (https://www.missouribuys.mo.gov). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (https://missouribuys.mo.gov), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.

    - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

    - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of residential facility services for male and/or female offenders throughout the state as set forth herein.

1.1.2 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory and/or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.

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

   1) The vendor 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 ten (10) working days prior to the due date of the proposal. If not received prior to ten (10) working days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP must be directed to the buyer, Julie Kleffner. It is preferred that questions be e-mailed to the buyer at Julie.Kleffner@oa.mo.gov.

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

   NOTE: The only official position of the State of Missouri shall be that which is contained in the RFP and any addendum thereto.

1.1.3 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

1) Introduction and General Information
2) Contractual Requirements
3) Proposal Submission Information
4) Pricing Pages
5) Exhibits A - N
6) Terms and Conditions
7) Attachments 1 - 22

The vendor 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 MissouriBUYS Statewide eProcurement System at: https://missouribuys.mo.gov/bidboard.html. It shall be the sole responsibility of the vendor to

obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on May 19, 2016 at 1:00 p.m., in Room 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.1 Pre-Proposal Conference Agenda - The vendor should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential vendors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

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

b. During the Pre-Proposal Conference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.

c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.3 Pre-Proposal Conference Special Accommodations - Vendors are strongly encouraged to advise the Division of Purchasing within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 The Department of Corrections consists of four (4) divisions; The Division of Adult Institutions, The Division Human Services, The Division of Offender Rehabilitative Services, and The Division of Probation and Parole. The Division of Probation and Parole is charged with the supervision of offenders in the community.

1.3.2 The Department of Corrections believes the methods of assisting the offender in reintegration into the community, developing partnerships with organizations that aid the offender in an array of assessed problem areas; and actively participating in working with the Department of Corrections on performance measures are important aspects of successful management of offenders.

a. Approximately ninety-seven percent (97%) of the people in Missouri's prisons will one day be released. Within three (3) years of release, a significant number of those will go back to prison for a new crime. For each new crime, there is a new victim and new costs to Missouri's communities. The Department of Corrections is working to increase the successful reentry of offenders into the community and to decrease the number of people returning to prison. The Department of Corrections' approach to this effort is through the implementation of effective community-based interventions and the application of evidence-based practices.

1) Pursuant to Executive Order 09-16, the Department of Corrections has established forty-four (44) local or community Missouri Reentry Process (MRP) teams across the state. The mission of the MRP teams is to integrate successful offender reentry principles and practices in state agencies and communities resulting in partnerships that enhance offender self-sufficiency, reduce re-incarceration and improved public safety. A list of local MRP teams is on the internet (click on Regional box to obtain the listing): http://doc.mo.gov/OD/DD/MRP.php.

1.3.3 Additional information and history about the DOC and MRP can be found on the internet at: www.doc.mo.gov, [*Popular Link: Missouri's Reentry Process/Restorative Justice*].

1.3.4 For informational purposes, the Department of Corrections has a budget per fiscal year to be utilized for the statewide purchase of residential treatment facility services with the inclusion of transitional housing slots. Historically, funding has allowed the Department of Corrections to contract for approximately 150 residential slots on a statewide basis for offenders meeting the appropriate criteria. The total funding for residential treatment facilities for Fiscal Year 2017 is approximately $2.5 million, although the Governor must approve the budget. The state fiscal year (FY) is July 1 through June 30. The Department of Corrections is examining the most efficient and effective ways to provide contracted services and has determined the necessity of targeting residential slots to specific geographical areas in order to best meet the needs of the Division of Probation and Parole.

1.3.5 The current contracts, C314319001, C314319002, and C319319003, for residential facility services expire June 30, 2016. Although renewal options remain, the services are being rebid. While the services required in the existing contracts are similar to those required within this RFP, new requirements have been incorporated and some of the requirements have been revised for further clarification. Also, the Department of Corrections desires to have residential facility services throughout the state so the RFP contains changes to allow for residential facilities throughout the state.

a. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: http://oa.mo.gov/purchasing. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z14319 or any of the contract numbers referenced above when searching for these documents.

b. The Missouri Accountability Portal (MAP) located on the internet at: http://mapyourtaxes.mo.gov/MAP/Expenditures/ provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "Site Information" and "Disclaimer". Then search by the contract number shown above when searching for the financial information.

1.3.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide and maintain a residential facility in the State of Missouri for the Department of Corrections, Division of Probation and Parole (hereinafter referred to as the "state agency") for the purpose of providing short term residential services for male and/or female offenders (hereinafter referred to as "offenders") as in accordance with the provisions and requirements stated herein.

a. The contractor shall maintain a residential housing facility in a community environment, which is located in an approved location and which shall meet the requirements of sections 217.430 and 217.777, RSMo.

b. The contractor shall not provide a residential facility that is located in any unincorporated area of a county or within a city where the zoning is for single-family residence use without documented evidence of official approval of the governing body of the county or city for operating a residential housing facility for adult offenders.

1) The residential facility may be attached to or be a part of an existing program; however, the state agency must be able to distinguish one program from the other and the contractor shall assign dedicated staff for the services required herein.

c. If the contractor provides multiple programs within a single location, resident offenders served under the contract must be separate and distinct, particularly in sleeping areas (bedrooms, dorms).

d. The contractor must provide a residential facility physically located within the awarded geographic region(s). For purposes of this document, the geographic regions are defined as follows:

1) Eastern Region – For purposes of this document, the Eastern Region shall be defined as St. Louis City, and the counties of Franklin, Gasconade, Jefferson, Lincoln, Pike, St. Charles, St. Louis, and Warren.
2) Western Region – For purposes of this document, the Western geographic region shall be defined as the counties of Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte, and Ray.
3) Statewide Region - For purposes of this document, the Statewide Region shall be defined as counties not identified in the Eastern Region and Western Region.

2.1.2 The contractor shall provide the number of male and/or female residential slots as stated in the Notice of Award. However, if requested by the state agency, the contractor shall provide additional residential slots, up to the maximum number of residential slots proposed by the contractor on the Pricing Page.

a. A residential slot shall be defined as one (1) bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by an offender.

b. During the course of the contract, the contractor shall cooperate with the state agency in making space available to allow for the maximum utilization of the contracted number of residential slots.

2.1.3 The contractor shall agree and understand that the state agency shall have the sole responsibility for referring and placing offenders in the contractor's residential facility.

a. The state agency will identify, refer, and place offenders at the residential facility. The state agency will place offenders in accordance with the state agency's internal policies and procedures.

b. The contractor shall not have exclusion criteria. The contractor's facility shall be open to all offenders, including sex offenders, found eligible for residential facilities through the state agency's criteria.

Paragraph Revised by Addendum 1

2.1.4 Unless otherwise specified by the state agency, the normal length of stay per offender is based on the offender's case management plan (described in Offender Services, Case Management elsewhere herein) and is between thirty (30) and one hundred twenty (120) *calendar* days.

a. The state agency, at its discretion, may extend or advance an offender in the residential facility.

b. The contractor shall not, under any circumstances, release or terminate any offender. Release and/or termination of offenders shall be at the sole discretion of the state agency.

2.1.5 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the state agency and that the state agency shall act as the final judge of the quality of the contractor's performance under the contract.

a. The contractor agrees that disputes arising from conflicts with state agency policies and procedures or other provisions of the contract shall be resolved by the state agency.

2.1.6 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 shall insert the foregoing provision in all subcontracts.

2.2 Implementation Requirements:

2.2.1 After issuance of the state agency authorization to proceed with services, the state agency will designate a representative(s) authorized to act on behalf of the state agency in regard to the contractor's provision of contractual services.

2.2.2 Within five (5) working days of the state agency authorization to proceed with services, the contractor shall identify key personnel, such as the facility director and the facility director/designee to act on behalf of the residential facility director, chief financial officer, case manager, chief of security, and security personnel, and provide the state agency with the name, address, e-mail address, and phone number of key personnel. Any changes in the assignment of the contractor's key personnel must be reported to the state agency within two (2) working days.

a. As part of the start-up activities and for the duration of the contract, the contractor shall provide a representative to serve as the state agency contact. By no later than five (5) working days after state agency authorization to proceed with services, the contractor shall provide the state agency with the names, address, e-mail address, and phone numbers of the contractor's representative.

2.2.3 Within five (5) working days of the issuance the state agency authorization to proceed with services, the contractor shall provide the state agency with an organizational chart of personnel assigned to perform the residential facility services.

2.2.4 Prior to the state agency placing offenders in the contractor's residential facility and by no later than thirty (30) calendar days after the state agency authorization to proceed with services, the contractor must submit the following required documents, if such required documents are not included with the contractor's awarded proposal, to the Department of Corrections, Post Office Box 236, Jefferson City, Missouri, 65102. The state agency will not refer or place any offenders with the contractor nor shall the contractor be paid for any residential slot until all the required documents described below are received and approved by the state agency. Failure to submit such documents within the required time period shall be sufficient cause to cancel the contract immediately after such date without prior notice. The required documentation shall consist of the following:

a. A letter of approval of safe operation from appropriate jurisdictional fire marshal for the current fiscal year.

b. A local health department inspection for the current fiscal year if required by the local jurisdiction. If not required by the local jurisdiction, the contractor must provide official documentation from the local government stating it is not required and why it is not required.

c. A copy of the most recent local building code inspection or a license demonstrating compliance, if the license requires an inspection. The inspection shall not be more than three (3) years old.

d. "Verification of Approved Zoning" (Attachment #1) or an official document from the local jurisdiction documenting the residential facility is not located in an unincorporated area of the county or within a city where the zoning has been designated for single-family residency use or occupancy.

Paragraph Inserted by Addendum 1

1) If required by the state agency, the contractor must successfully complete a public hearing. The public hearing must be held in the municipality where the proposed residential facility is located.

e. A copy of the most recent independent audit performed by a Certified Public Accountant (CPA) if the contractor is more than one year old.

f. Verification that the facility meets Americans with Disabilities Act Accessibility Guidelines requirements.

Paragraph Revised by Addendum 1

2.2.5 In the instances where the local, state or federal agency fails to perform its regulatory function in sufficient time to allow submission of any of the required documents *specified in paragraph 2.2.4,* within the required time period and such agencies were notified as required above, the contractor may submit a written request to the state agency for an extension of time to permit the local, state, or federal agency to perform its regulatory function. The state agency may grant an extension of time at its sole discretion.

a. If the contractor is unable to meet the deadlines for submission of the above described document(s) due to the renovation/construction of the contractor's residential facility, the contractor must submit a request for an extension of time and a detailed time schedule for completion of the residential facility. The state agency may grant an extension of time at its sole discretion.

b. In addition to the above required documents, the contractor shall also submit a written detailed plan of action for complying with the requirements of the above paragraphs to the state agency. Further, the contractor must agree that unless the plan of action is approved in writing by the state agency, payment shall not be made nor offenders referred or placed by the state agency. The plan of action must include specifics relating to what the contractor shall do to correct any non-conforming items, when it will be done, and how much it will cost.

Paragraph Deleted by Addendum 1

c. DELETED

d. The contractor must provide all documentation in accordance with the requirements stated above in the required documentation specified in paragraph 2.2.4 no later than 120 calendar days after the state agency authorization to proceed with services.

2.2.6 After state agency authorization to proceed with services, the contractor must begin providing all services within the length of time specified by the contractor on the Method of Performance.

2.3 Residential Facility Requirements:

2.3.1 Environment –

a. The contractor's residential facility must provide a clean, safe, and healthy environment. The residential facility shall be in good repair, including proper screening for ventilation, with sufficient window coverings to assure the privacy of each offender. All windows must be sealed or must be fitted with screens that are in good repair. All painted surfaces shall be in good condition. All areas and surfaces must be free of undesirable odors.

b. The contractor shall establish an environment consistent with the state agency practices and principles incorporating the Missouri Reentry Process.

2.3.2 Pest and Rodent Control Inspection and Fumigation - The contractor shall have a monthly pest and rodent control inspection and fumigation plan prepared and performed by a licensed exterminator, for the residential facility.

a. The contractor shall provide documentation of the agreement between the contractor and the pest and rodent control provider to the state agency upon request.

b. The contractor shall provide documentation verifying monthly pest and rodent control inspections and applications that were performed by the licensed exterminator, at the request of the state agency.

2.3.3 Sleeping Arrangements - The contractor shall provide a residential facility which meets the following sleeping arrangements:

a. Sleeping arrangements may consist of individual rooms or multiple occupancy rooms.

b. Each offender must have at least forty-eight (48) square feet of contiguous floor space in the sleeping area. In calculating square footage, the contractor shall not include hallways, closets, and bath facilities.

1) The square feet of contiguous floor space shall be computed by using the inside dimensions of the room in which the offender's bed is physically located less that square footage of floor space required by other offenders, if any, and less any walled closet space within the room. Space occupied by moveable objects such as furniture, footlockers, etc., may be included.

c. Sleeping areas designed for more than one (1) person shall include seating in addition to beds. A minimum of one (1) chair or footlocker must be provided for each two (2) offenders.

d. The contractor shall provide each offender with a minimum of eight (8) inches of space for hanging clothes in a closet, armoire, locker, or similar device with the intended purpose of hanging clothes. In addition, the contractor shall provide a minimum of two (2) drawers in at least a thirty (30) inch wide chest of drawers, or an individual footlocker or an acceptable equivalent for storage of personal property.

e. The contractor shall provide individual lockable storage with a minimum internal area of 14 inches by 7 inches by 18 inches and locks, free of charge to the offender, for securing personal property within the offender's respective sleeping area.

1) In the event an offender loses the lock/key that was initially provided free of charge, the contractor may charge the offender a reasonable replacement rate for a new lock or key; the replacement rate charged may not exceed the contractor's cost for replacement.

2) If the offender is housed in a single occupancy room with a lockable door, the contractor may consider this as meeting the lockable storage requirement.

f. The contractor shall provide well ventilated sleeping spaces. Well ventilated shall be defined as providing fresh air through a mechanical system.

g. If the contractor is providing services for both male offenders and female offenders, the contractor must keep all personal and sleeping areas physically separated by gender.

h. The contractor shall provide beds based on the state agency direction as obtained from the Prison Rape Elimination Act audits, as described in the Prison Rape Elimination Act Requirements elsewhere herein.

2.3.4 Furniture, Furnishings, and Equipment - The contractor shall supply ample furniture, furnishings, and equipment to accommodate all offenders. Furniture must be constructed for the rough usage experienced in this type of facility. Ample furniture shall be defined to include, but not necessarily be limited to the following:

a. Dining area must contain seating and tables sufficient to accommodate the offenders assigned to the living area during allowable meal time frames.

b. Furniture and furnishings shall be comfortable and maintained in clean condition and good repair. All upholstered furniture should not be torn. If furniture is torn, it must be covered with fitted slipcovers. The slipcovers must be clean and in good repair with no tears. Throws shall not be acceptable to cover torn furniture.

c. Chairs shall not be broken, have cracked frames, or in any other way be unsafe or unsightly.

2.3.5 Toilets, Washbasins and Showers/Shower Bays/Baths –

a. At a minimum, the contractor shall maintain the following in the residential facility:

1) One (1) operable toilet for each ten (10) female offenders, and one (1) operable toilet for each (10) male offenders or a combination of toilets and urinals for every ten (10) male offenders.

2) One (1) operable washbasin for every ten (10) female offenders and one (1) operable washbasin for every ten (10) male offenders.

3) One (1) operable shower/shower bay or bath for every (10) female offenders and one (1) operable shower/shower bay or bath for every (10) male offenders.

b. The minimal operable amount of toilets, washbasins, and showers/shower bays/baths must be contained within the same residential facility where the offender resides.

1) Clean, filled, and operational hand soap dispensers shall be located at every sink.

2) Clean, filled, and operational paper hand towel dispensers or automatic hand dryers shall be in each bathroom, unless linen is provided to each offender.

2.3.6 Laundry Equipment - The contractor shall provide laundry equipment for the use of state agency offenders. The contractor shall provide and maintain a minimum of one (1) operating washer and one (1) dryer per twenty (20) offenders.

2.3.7 Recreation - The contractor shall provide a full range of free recreational activities, including all recreational materials, in a sufficient quantity at the residential facility to provide adequate recreation throughout all seasons.

a. For those offenders remaining on premises, the contractor must provide a minimum of three (3) different on-site recreational activities from the activities listed below. At a minimum, the contractor must offer one (1) physical activity on a daily basis:

1) Basketball goal and basketball;

2) Billiard/pool table with functional equipment;
3) Board games, including those acceptable for child play;
4) Color television and cable or satellite with a minimum of a basic package;
5) Color television and DVD, offenders must have continuous access;
6) Computer with games and CD ROM;
7) Computerized games with color television;
8) Exercise equipment and benches;
9) Foosball table complete with all necessary equipment;
10) Horseshoe pits with horseshoes;
11) Ping pong table with functional equipment;
12) Volleyball court with net and volleyball; or
13) Other as approved by the state agency.

b. The contractor must provide a separate television for each common living area.

c. The contractor must provide free access to one (1) current daily newspaper per thirty (30) offenders and have access to one (1) computer with filtered internet access per thirty (30) offenders for job searches.

d. The contractor shall encourage offenders to participate in community activities and involvement (e.g., library, YMCA, etc.).

2.3.8 Visiting Area - The contractor shall provide a visiting area within the residential facility where visitation can occur without conflict of other group activities, recreation, or programs. Visiting area(s) must be in rooms other than restrooms, sun decks, porches, halls, and staff offices. The common area may be used for visiting only during non-scheduled activities.

2.3.9 Americans with Disabilities Act Accessibility Guidelines (ADAAG) Standards - The contractor's residential facility must comply with all applicable ADAAG standards for at least ten percent (10%) of the residential slots stated in the Notice of Award; no bed may be counted twice in meeting the requirements. The residential facility must meet all applicable ADAAG standards which may be found at http://www.ipa.udel.edu/healthyDEtoolkit/docs/ADAsummaryPlanning209.pdf.

a. In addition, the areas of the contractor's residential facility available to the general public for visiting must meet all applicable ADAAG standards. These standards shall cover, but not be limited to the following areas:

1) Accessible parking;

2) Accessible path of travel into the residential facility and into any public space within the residential facility;

3) Accessible doorways (the clear width of all doorways must be a minimum of 32 inches measured from the door stop to the face of the door; the threshold must not be greater than 1/2 inch) and entry buttons or special devices/handles that open handicap accessible doors;

4) Accessible restroom; and

5) Signage indicating the accessible entrance and the location of the accessible restroom.

b. If the contractor's residential facility is operational by the effective date of the contract, it must be in full compliance with all applicable ADAAG standards. If the contractor's residential facility is not operational by the effective date of the contract, it must be in full compliance at the time the residential facility becomes operational.

2.3.10 State Agency Office Space - At a minimum, the contractor shall provide an office within the residential facility with an operational telephone, office furniture, and lockable storage which shall be accessed and utilized solely by the state agency representatives for day-to-day activities and supervising of offenders while at the residential facility.

Paragraph Revised by Addendum 1

2.4 *Residential* Facility Renovation Plans:

2.4.1 In the event the contractor desires or is required by circumstances of the state agency to undertake renovation of the residential facility, the contractor must submit a detailed renovation plan to the state agency for approval prior to the initiation of the renovation work. Renovation shall be defined as proposed work to the residential facility that would require relocation or disturbance of living space for over a twenty-four (24) hour period. The contractor must complete the state agency approved renovation plan within the state agency approved time period.

a. At a minimum, the renovation plan must include the following:

1) A description of proposed work;
2) Time schedule including completion date;
3) Paragraph number references to the contract requirements affected by the renovation;
4) Temporary method proposed to meet the needs of the offenders during the period of renovation; and
5) Ability to keep the offender safe from sexual abuse and the measures to ensure such safety.

b. In the event any renovation is made to the residential facility affecting any previously implemented written plans or procedures, all written plans and written procedures relating to fire, tornado, bomb threats, flooding, earthquakes, etc. must be updated and submitted to the state agency with the renovation plan.

2.5 Residential Facility Relocation Requirements:

2.5.1 If for any reason the contractor is required to vacate the residential facility and secure a new or different residential facility, the contractor shall notify the state agency within one (1) calendar day and submit a relocation plan to the state agency prior to such relocation.

a. The contractor must provide a new or different residential facility equal to or better than the original residential facility.

b. All provisions contained in the implementation requirements related to inspection, documentation, and state agency approval of the newer or different residential facility shall apply.

c. The contractor shall not transfer offenders to the new or different residential facility until all required inspections, documentation, and approvals have been obtained, except as approved by the state agency in emergent situation.

d. The contractor must successfully complete a public hearing as may be required by the state agency. The public hearing will be held in the municipality where the proposed residential facility is located.

2.6 Prison Rape Elimination Act (PREA) Requirements:

2.6.1 The contractor must be compliance with 28 CFR Part 115.

2.6.2 All of the contractor's employees and agents providing service in the residential facility must be at least 21 years of age. The contractor must maintain a copy of the employees' birth certificate or driver's license in the personnel file.

2.6.3 A Missouri Uniform Law Enforcement System (MULES) or other background investigation shall be required on the contractor's employees and agents before allowing entry into the residential facility. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency. The state agency shall have the right to deny access into the state agency for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.6.4 The contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.6.5 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor, its agents or employees, shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe residential environment. The contractor shall comply with the state agency's policy and procedures relating to employee conduct.

a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, and sexual assault. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the residential facility director and the state agency. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.6.6 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.6.7 Prison Rape Elimination Act (PREA) Standard Operating Procedure – By no later than sixty (60) calendar days after the state agency authorization to proceed, the contractor shall develop a standard operating procedure regarding PREA assessments and assignments (i.e. education and treatment) and submit to the state agency for final approval. The contractor shall operate in accordance with the state agency approved standard operating procedure. At a minimum, the standard operating procedure shall address the following:

a. Medical and mental health services for victims of sexual abuse, including a Memorandum of Understanding with a victim advocacy center to provide advocacy services to the victim.

b. Provision of medical and mental health evaluation and treatment as recommended, at no cost to the victim, as approved by the state agency.

c. Access to emergency medical services and treatment at no cost to the victim, as outlined in PREA.

d. Prohibition of all cross-gender strip searches, visual body cavity searches, and pat down searches by the contractor. A search or physical examination of a transgender or intersex offender for the sole purpose of determining the offender's genital status shall also be prohibited.

1) The standard operating procedure shall contain a training curriculum, for approval by the state agency, on how to conduct cross-gender pat down and searches of transgender and intersex offenders.

e. Electronic monitoring systems (closed circuit TV). The contractor's system shall maintain the images for thirty (30) calendar days before the images are overwritten. The contractor shall transfer any images related to an incident to a DVD and provide the DVD to the state agency.

f. Protocols regarding PREA events.

2.6.8 PREA Audits - By no later than 120 calendar days after receiving the first offender, the contractor shall complete PREA audit by a Department of Justice (DOJ) approved PREA auditor. Thereafter, the contractor shall complete a PREA audit every three (3) years.

a. The contractor shall provide a copy of all PREA audit results to the state agency within ten (10) working days.

b. If the PREA audit finds deficiency, the contractor shall follow the suggested remedies and provide a copy of the audit and response to the state agency.

c. The contractor shall provide verification of required staffing patterns as identified in the Employee Expense Charged to Contract Exhibit, as outlined in the awarded contract, to the stage agency. Compliance with the staffing patterns will be noted in the state audit tool and verification of completion shall be maintained by the contractor.

2.6.9 PREA Events –

a. Upon learning of a PREA event, the contractor shall take immediate actions to protect and provide services to the victim.

b. Within twenty-four (24) hours of the contractor's knowledge of a PREA event, the contractor shall complete the PREA Allegation Notification Penetration/Non-Penetration Event Checklist (Attachment #2) on all PREA events and submit to the state agency.

c. An offender shall not be disciplined or punished in any way for a relationship with the contractor's personnel.

2.7 Safety Requirements: The contractor shall maintain and equip the residential facility's environment to ensure the health, safety, and comfort of the offenders.

2.7.1 The contractor shall ensure the physical health and safety features of the environment conform to the requirements of the local, state, and federal authorities having jurisdiction. The residential facility shall provide offenders with reasonable protection against the danger of fire and smoke, carbon monoxide, injury attributable to the environment, electrical hazard, and the spread of disease and infection.

a. The contractor must maintain all equipment and appliances in good operating order.

1) The contractor shall provide carbon monoxide alarms that are digital 120V with battery backup. Alarms must follow the manufacturer's recommendations and shall provide for seventy (70) decibels at pillow level for each offender.

2) All emergency equipment shall be fully equipped, operational, and have current inspections. The contractor shall have emergency equipment inspected on a quarterly basis, with the exclusion of fire extinguishers, which shall be inspected not less than annually. The contractor

shall keep a log of each inspection to include, date of inspection, who completed the inspection, and any noted problems.

- Emergency equipment shall be defined as including fire extinguishers, first aid kits, CPR kits, etc.

- Verification of inspection of the emergency equipment, with the exclusion of the fire extinguishers, shall be kept on a separate log for review by state agency staff upon request.

b. The contractor must abide and have proof of compliance with local, state, and/or federal building, zoning, fire, safety and health codes for the current year. The contractor must maintain records of such and must be available to the state agency at all times and upon request by the state agency.

c. In the event that there is a conflict between the local standards and the requirements of the state agency, the State Fire Marshall and/or the Department of Health and Senior Services and/or the Office of Administration, Facilities Management, Design, and Construction shall be called in at the option and expense of the state agency to inspect for compliance. If such inspection identifies required changes, the contractor shall be responsible for the implementation and all expenses related to such changes.

d. The contractor shall comply with the requirements of the State of Missouri Department of Health and Senior Services, the State of Missouri Fire Marshall, and the state agency safety inspector.

2.7.2 Written Plans and Written Procedures –

a. The contractor shall maintain, and operate in accordance with, written plans and written procedures for meeting potential emergencies and disasters, including but not limited to:

1) Active shooter;
2) Attempted suicide;
3) Bomb threats;
4) Carbon monoxide poisoning;
5) Collection and control of suspected illegal contraband;
6) Death;
7) Earthquakes;
8) Fires;
9) Flooding;
10) Hazardous material/chemical spill;
11) Hostage situation and riot disorder;
12) Medical emergency; and
13) Tornados.

b. The written plans and written procedures shall include assignment of task and responsibility by job title, instructions for notification of authority, use of emergency equipment, and specifications of escape routes and procedures during the event. The contractor shall submit the written plans and written procedures to the state agency for review annually upon contract renewal.

1) The written plan shall reference the type of warning device that shall be used for emergency situations (e.g., warning bells, whistle, or verbal instructions to the offenders) and the difference, if any, for fire disasters vs. natural emergency disaster.

Paragraph Revised by Addendum 1

2) The written plan shall reference the contractor's personnel (by title or job description) that shall be responsible for the use of emergency equipment, including fire extinguishers, first aid kits, CPR kits, etc. All the contractor's residential personnel must be certified in CPR and First Aid

within the first sixty (60) *calendar* days of hire and must maintain the certification throughout their employment.

3) Escape route plans for fire, as well as shelter routes for tornado drills, must be color identified, indicating direction of traffic flow and posted separately near exits and all movement points within the residential facility. Further, the written plans must specify the central meeting location following evacuations as well as the contractor's personnel who shall be responsible for assuring total residential facility evacuation has occurred.

2.7.3 Potential Emergencies and Disasters Drills - During periods of high occupancy and to evaluate the effectiveness of the written polices and written procedures for potential emergencies and disasters, the contractor must conduct, at a minimum, one (1) monthly fire drill and one (1) monthly tornado drill. A record of the effectiveness of the fire drills and emergency drills must be recorded on the Monthly Fire/Tornado Drill (Attachment #3).

a. Additionally, an annual emergency drill for potential emergencies or disasters, other than the tornado drill and fire drill, identified in the Written Plans and Written Procedures herein, should also be conducted. The contractor shall document results of the emergency drill in oversight meeting minutes as described in the Meeting Requirements elsewhere herein. The contractor shall not conduct any drills between the hours of midnight to 5:00 a.m. without advance written approval of the state agency.

2.8 Security Requirements:

2.8.1 The contractor's residential facility shall provide security to monitor the offender and increase public safety.

2.8.2 The contractor's residential facility shall be designed to prevent unauthorized entries and exits. The contractor must receive prior approval of the state agency for any changes to the security systems.

2.8.3 The contractor's security personnel providing services pursuant to the contract shall not be assigned or designated as personnel on any other contract within the same shift, with the exception of the Chief of Security. The security staff assigned to the contract shall man the security post designated to the contract. The contractor shall maintain daily logs of the contractor's security personnel assigned to the contract and shall be available to state agency upon request.

2.8.4 The contractor shall provide designated security personnel in housing areas per the minimum ratio shown below. For all other residential facility areas utilized in the performance of the contract, the contractor shall provide designated personnel in the residential facility or area while offenders have access. The contractor's administrative Chief of Security shall not count toward the minimum ratio of security personnel. If separate buildings are utilized by the contractor to house offenders, the contractor must provide a manned security post in each building.

CONTRACTED RESIDENTIAL SLOTS	NUMBER OF SECURITY PERSONNEL	
	Mon. through Fri., 9:00 a.m. to 3:00 p.m.	All Other Times
10 to 29 contracted slots	1	2
30 to 59 contracted slots	2	2
60 to 95 contracted slots	2	3
96 to 120 contracted slots	2	3

Paragraph Inserted by Addendum 1

a. *Within seven (7) calendar days of state agency authorization to proceed with services, the contractor shall submit a draft plan for providing a substitute in the event of the temporary absence, such as sick leave or annual leave, of the contractor's administrative Chief of Security to the state agency for review and approval. The state agency shall review the draft plan and shall have the right to require*

changes to the plan to ensure adequate security coverage. The contractor shall continue to provide the state agency with additional drafts until the state agency approves a final plan. In the event of the absence of the administrative Chief of Security, the contractor shall operate in accordance with the state agency approved final plan.

2.8.5 The contractor must operate in accordance with the security policy, protocol, and process included in the contractor's awarded proposal.

2.8.6 The contractor must provide an electronic means (electronic monitoring) of verifying the contractor's security personnel's activity throughout the residential facility at various key state agency approved locations.

a. The contractor shall maintain the electronic equipment according to the manufacturer's specifications.

b. The contractor shall keep copies of all surveillance data/records for a minimum of six (6) months. Any surveillance data/record relating to an incident shall be kept until release is authorized by the state agency.

c. The contractor shall have a manual or paper back-up system for the electronic means. In the event the electronic means is unavailable, the contractor shall utilize the back-up system.

2.8.7 The contractor shall notify the state agency of any alleged or suspected security breech by no later than the next working day.

2.9 General Service Requirements: The contractor shall provide room, board and supervision seven (7) days per week, twenty-four (24) hours per day, as described herein for all referred offenders.

2.9.1 Accountability - The contractor must provide a plan to address accountability of offenders. For purposes of this document, accountability shall be defined as knowledge of the offenders' whereabouts and activities while scheduled out for pass or employment.

a. The contractor must abide by the policies and procedures of the state agency relating to absconders and the state agency command center. The state agency will provide a copy of the relevant policies and procedures to the contractor upon the effective date of the contract.

b. The contractor must advise the state agency or its representative of any leave without authorization or any late return, if three (3) hours has elapsed from the noted absence or estimated time of return for Dangerous Felons and Sex Offenders and twelve (12) hours for all other offenders. The state agency will provide the contractor with a list of offenders classified as Dangerous Felons and Sex Offenders.

1) The contractor shall complete the warrant checklist (Attachment #4) prior to contacting the state agency command center.

2) The contractor shall contact the offender's Probation and Parole officer/supervisor as requested by the state agency.

c. The contractor must advise the state agency of all entries, exits, and violations on a daily basis at times determined by the state agency.

2.9.2 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.

2.9.3 The contractor shall develop partnerships with organizations and employers in the community that would assist the offender with Missouri Reentry Process. The contractor should become a part of the local Missouri Reentry Process team.

2.9.4 House Rules - The contractor shall define in writing rules regarding the conduct and discipline of offenders. The house rules should include a list of infractions, their definitions, and potential sanctions. The house rules should outline who will impose sanctions and the process to be followed by the contractor to insure the rules are enforced fairly and that the discipline imposed is appropriate and impartial. The contractor shall agree and understand that the state agency shall have review and approval authority of the house rules and any changes or modifications thereto, prior to issuance to the offenders. The state agency will respond in writing within thirty (30) working days of receipt of the proposed rule changes.

a. The house rules shall include a description of items the offender shall be allowed to bring into the residential facility. In accordance with the contractor's written house rules governing the appropriateness of decorative display, offenders should be allowed to keep and display personal belongings and to add personal items to the decoration of their living area.

b. The house rules must establish procedures to ensure that the use and location of noise producing equipment does not unduly interfere with the activities or rights of other offenders. The house rules must include the hours during which such items may be in operation.

c. The house rules must be published in the contractor's resident handbook, which shall be reviewed annually in concert with the state agency. The resident handbook shall have a visible inception/revision date.

d. The contractor shall establish house rules specific to censored materials. Materials include, but are not necessarily limited to books, clothing, and posters. Censored materials shall include but not necessarily be limited to:

1) Material that promotes violence, disorder or the violation of state or federal law;
2) Material that is so racially inflammatory as to be reasonably likely to cause violence;
3) Material that contains information that can be used to instill violence or hatred among the offender residents;
4) Material that contains information on the design, construction, use or purchasing of any item which could endanger others or security of the residential facility;
5) Material that portrays what appears to be illegal drugs or substances;
6) Material that portrays or describes recipes or processes for brewing alcoholic beverages or manufacturing drugs;
7) Material that encourages or instructs in the commission of criminal activity;
8) Personal photographs which exhibit nudity; and
9) Material that depicts, describes or encourages activities which may lead to the use of physical violence or group disruption.

e. The contractor shall not allow offenders to subscribe, purchase, receive, or possess publications, videos, pictures or any other items, which promote violence, disorder, or the violation of any state or federal law, or any pornographic material.

f. With prior approval of the state agency, the contractor may place limitations on the offender's personal possessions. However, pursuant to house rules, the offender shall be allowed to provide their own personal electronics, books, and magazines.

g. For those offenders whose disability inhibits their understanding of written house rules, a procedure shall be in place by the contractor to assure those offenders have a thorough understanding of all house rules.

h. The contractor shall not impose house rules that conflict with the intent of the contract requirements. The contractor shall not impose sanctions that interfere with an offender's work or job seeking. The contractor's house rules and program should be developed to work in concert with the state agency, embracing the reentry process, and shall assist in assuring the offender has optimal opportunity to reintegrate into society successfully.

2.9.5 Complaint Resolution – The contractor should resolve offender complaints by informal resolutions with the offender. The contractor shall develop and use a standardized complaint form similar to Attachment #5, Offender Complaint.

a. The contractor shall maintain a complaint log that identifies the offender name, Department of Corrections (DOC) number, the complaint, and the resolution.

b. The contractor should address complaints within five (5) calendar days. A copy shall be submitted to the state agency and a copy placed in the offender's file.

c. The contractor must address complaints involving discrimination, sexual misconduct or threats of physical abuse within twenty four (24) hours. The contractor shall notify the state agency by telephone upon receiving the complaint and work in concert with the state agency to resolve the issue.

d. Complaints against the state agency probation and parole officer shall be submitted to the state agency probation and parole officer's supervisor.

e. The contractor shall refer complaints relative to parole board decisions to the state agency.

Paragraph Revised by Addendum 1

2.9.6 Offender Files – The contractor shall maintain a file on each offender. *In the event the contractor maintains an electronic file, the contractor shall provide necessary security measures to ensure protection of offender data. In addition, the system must be sufficiently protected from natural disaster.* This file shall contain, as applicable, but is not limited to:

a. Breathalyzer results (positive and negative);
b. Incident Report;
c. Case manager notes;
d. Complaint forms;
e. Consent for Release of Confidential Information;
f. Disposition & Release of Personal Property;
g. Drug Testing Log;
h. Drug Test results (positive and negative);
i. Intake Confirmation;
j. Job search and employment verification data;
k. Notes/directions from the probation and parole officer;
l. Offender Complaint;
m. Offender Medication Log;
n. Pass Request;
o. Reduction/Waiver of Savings;
p. Receipt form acknowledging resident handbook rules;
q. Residential Facility Property Inventory;
r. Request to Operate Motor Vehicle;
s. Request for Savings Withdrawal;

t. Sign In/Sign Out Log;
u. Savings payments, waivers and withdrawals;
v. Signed intake form;
w. Signed release of information;
x. Signed personal property and monies;
y. Signed inventory log;
z. Violation Report; and
aa. Warrant.

2.10 Offender Services:

2.10.1 Interpretive Services/Special Requirements - The contractor shall provide services that are accessible to all offenders including those with special needs, such as but not limited to: sight impairment, hearing and speech impairment, language barriers, physical barriers, and other limitations.

a. The state agency shall determine whether an offender requires interpretive/translation services due to an offender's physical impairment or language barrier. The state agency will obtain and shall bear the financial responsibility for such services.

2.10.2 Orientation - The contractor shall provide each new offender with an orientation to the residential facility, the rules and regulations, program expectations, healthcare, and financial procedures, and shall advise the offender of the name of the case manager and probation and parole officer assigned to the offender on the day of the offender's admission. The contractor shall provide a copy of the resident handbook to the offender at the time of orientation. The orientation shall be conducted by a member of the contractor's personnel at the residential facility, preferably by the offender's assigned case manager. Verification of completed orientation and acknowledgement of house rules shall be signed by the offender and the contractor's personnel that provided the orientation. The contractor must use the Intake Confirmation (Attachment #6) as the verification document which shall be maintained in the offender's file.

a. Upon arrival, the contractor must provide the offenders with an orientation to the residential facility showing them such areas as the laundry service, food service, fire and emergency exit routes, assembly area, recreation area, equipment location, and regulations and procedures governing such.

b. The contractor shall provide all offenders with a fifteen (15) calendar day supply of free basic toiletry items such as soap, toothpaste, razor, etc., upon entry into the residential facility and until the offender has received income.

c. The contractor shall provide addresses of medical, dental, mental health, and emergency care facilities to the offender. Addresses for these facilities shall also be posted in all common areas. The contractor must advise the offender that all medical care shall be at the offender's expense.

1) The contractor shall provide offenders with a published listing of Sexual Assault Forensic Examiners (SAFEs), Sexual Assault Nurse Examiners (SANEs), victim advocate services, and rape crisis centers. The contractor shall also post the published listing in the common area of the residential facility.

d. The contractor must provide each offender with a full explanation of all disciplinary procedures and consequences.

e. The contractor shall review the house rules specific to the censored materials rules of the residential facility with each offender.

f. The contractor shall ensure all offenders sign a Disposition and Release of Personal Property and Release of Money form (Attachment #7) and Consent for Release of Confidential Information form (Attachment #8) during intake with the offender and provide documentation on the orientation checklist that such was completed.

- If the offender refuses to sign the Release of Personal Property and Release of Money form, the contractor shall notify the state agency within one (1) business day.

g. The contractor shall conduct an initial inventory of the offender's personal possessions at the time of orientation. The contractor shall advise the offender that the offender is responsible for reporting any change in the personal inventory to the contractor and that such change shall be noted on the Residential Facility Property Inventory Log (Attachment #9) which shall be maintained in the contractor's file.

2.10.3 Personal Property -

a. The contractor shall keep personal properties for a period of thirty (30) calendar days from offender discharge and disposed of thereafter if not retrieved by the offender, or offender designee, identified on the Disposition and Release of Personal Property and Release of Personal Property and Release of Money form (Attachment #7). The contractor shall make every attempt to locate designees listed on the offender's Disposition and Release of Personal Property and Monies form, documenting all attempts in the offender file, within that thirty (30) calendar days.

1) In the instances of discharge, absconders or offenders failing to return to the residential facility, decisions relating to the return of property will be made in concert with the state agency representative and shall only be kept for thirty (30) calendar days.

2) Offenders shall be permitted to retain a cell phone; however, the possession of a cell phone shall be subject to the rules and regulations of the residential facility.

2.10.4 Linen and Laundry Service –

a. The contractor shall provide clean linens in good repair to each offender upon arrival at the residential facility. Linens shall consist of at least one (1) pillowcase, two (2) sheets, one (1) blanket, two (2) bath towels, and two (2) washcloths. Such items must be cleaned by the contractor before being reissued.

b. The laundry equipment shall be free of charge to the offenders. The contractor shall provide laundry supplies (detergents, etc.) free of charge for those offenders not yet employed or unemployable. At the discretion of the contractor, the contractor may require employed offenders to purchase their own laundry supplies.

c. The contractor shall provide a written laundry schedule and any guidelines which must be included in the contractor's resident handbook and must be posted in centrally located areas for the offenders' review. The written laundry schedule must ensure that each offender's linens are washed on a weekly basis. The contractor shall enforce the written laundry schedule.

1) The contractor may provide the offenders with a free laundry service to wash the offenders' linens.

2.10.5 Food Service and Menu -

a. The contractor shall provide three (3) meals per day with at least one (1) hot meal provided to each offender daily. Prior to the receipt of offenders and a month prior to implementing food service and at times requested by the state agency, the contractor shall provide a written food service plan to the state agency for approval.

1) The contractor shall make arrangements to provide a hot meal for those offenders unable to return to the residential facility for the scheduled hot meal, due to work or assigned offsite treatment/referrals.

b. The written food service plan shall include the contractor's master menu, shall name the person in charge of food operations, list the duties that person may delegate to others, and list the working hours for the personnel preparing meals.

1) For purposes of this document, master menu shall be defined as a monthly calendar outlining all three (3) meals.

2) The contractor shall provide a variety of meals and shall not repeat meals within a ten (10) calendar day time frame.

3) Ready-made / frozen dinners shall not be part of the master menu.

4) Only one (1) meat alternative meal shall be served per day. Two (2) meals per day shall serve meat, unless otherwise requested by the offender.

5) A working microwave shall be accessible to offenders in the dining area. Use of the microwave shall be free of charge to the offenders.

6) The contractor shall provide ample quantity of condiments (ketchup, mustard, mayonnaise, napkins, salt and pepper) for each meal. Individually packaged serving size of condiments along with an individually wrapped plastic fork, spoon or spork, if needed, must be provided with sack lunches.

7) The contractor shall provide ample quantity of non-dairy creamer, sugar, sugar substitute and stirrers when a hot beverage is served.

8) If requested by the state agency, the contractor shall have menus reviewed and approved by a Registered Dietitian.

9) Special Dietary Need – The contractor shall accommodate special dietary needs to the extent possible. At a minimum, the contractor shall provide a low sugar or sugar-free alternatives for high sugar or high fat menu items (e.g., a piece of fruit as an alternative for a piece of chocolate and provide sugar substitute packets for sugar packets).

Paragraph Revised by Addendum 1 and BAFO 002

c. All meals shall be prepared by the contractor's personnel. The contractor shall not delegate food preparation to any offenders. This includes offenders assigned by the state agency and offenders assigned by any other entity housing offenders at the contractor's residential facility.

Paragraph Revised by Addendum 1 and BAFO 002

1) The contractor may allow offenders assigned by the state agency to assist with food preparation if the contractor has a state agency approved educational/vocational curriculum to instruct offenders in food service.

Paragraph Inserted by BAFO 002

2) The contractor shall submit the curriculum for the educational/vocational food services to the state agency for approval prior to implementation of the curriculum, and prior to any offenders assisting with food service preparation.

Paragraph Inserted by BAFO 002

3) Only offenders assigned by the state agency and enrolled in the curriculum may assist with food service preparation under the contract. The contractor shall not allow offenders assigned by other entities to assist with food service preparation in any way for the state agency assigned offenders.

d. The contractor shall plan all menus to meet nutritional standards as specified by the United States Department of Agriculture (USDA). The contractor shall provide at least two thousand four hundred (2,400) calories per offender, per day, including a minimum of the following on a daily basis:

1) Three (3) servings of fruits (1/2 cup is considered one (1) serving)

2) Three (3) servings of vegetables (1/2 cup is considered one (1) serving)

3) Three (3) cups dairy/milk

4) Three (3) servings of meat or meat alternative (3 ounces of meat, 2 cups dried beans, 1/2 cup eggs, 3 ounces of cheese, and 1/3 cup peanut butter are considered one serving)

5) Beverages – The contractor shall provide at least the following on a daily basis:

- Breakfast – The contractor must provide at least eight (8) ounces of coffee and eight (8) ounces of milk for each offender. In addition to the eight (8) ounces of milk, the contractor must provide an additional four (4) ounces of milk per offender if cereal is on the menu.

- Lunch – The contractor must provide at least an eight (8) ounce beverage for each offender.

- Dinner – The contractor must provide at least eight (8) ounces of an alternative drink other than water and eight (8) ounces of milk for each offender.

e. In addition to the minimums per day specified above, the contractor must include the following for each meal specified. If applicable, any of the following requirements may be used to assist the contractor in complying with the minimums specified above.

1) Lunch at the residential facility – The contractor must provide lunch with a minimum of three (3) ounces of meat in a sandwich, one (1) vegetable serving, and one (1) fruit serving.

2) Sack Lunch for when the offender is away from the residential facility – The contractor must provide lunch as a sack lunch with a minimum of two (2) sandwiches with meat, one (1) vegetable serving, one (1) fruit serving, and snack chips, and a beverage for each offender. The same beverage shall not be provided two (2) consecutive days.

3) Medically-Necessary Evening Snack – If the offender requires a medically-necessary evening snack, the contractor must provide at least one (1) ounce of meat per serving (peanut butter, cheese, or other meat) and one (1) fruit serving.

4) Alternatives/Choices – If meat or eggs are on the menu for any meal (breakfast, lunch, and dinner), the contractor shall provide a meatless alternate which must consist of (1) 2-3 ounces cheese or (2) 1/3 cup peanut butter. The contractor shall understand that the offenders shall be permitted to choose one or the other alternate, but not both.

2.10.6 Food Preparation and Storage Requirements -

a. The contractor shall only utilize food products that are fresh, wholesome, and processed under sanitary conditions. All raw food products must have undergone inspection (Federal, State, or Local) for wholesomeness. All food products must be federally graded where Federal grades are applicable and must meet or exceed the grade specifications, if applicable, listed below.

1) Canned fruits

2) Canned vegetables

3) Dairy Products – Grade A: whole, skim or low fat

4) Eggs – USDA Grade A (medium)

5) Fresh produce and fruits - #1 quality

6) Meats, poultry, and fish:

- Beef – USDA select
- Ground Beef Bulk or Patties – USDA select 80% lean
- Poultry – USDA Grade 1
- Fish – US Grade A, Packed in USDC federally inspected seafood plant

b. The contractor must store all food at safe temperatures and must handle all food in a safe and acceptable manner as established by the County Health Department's food service practice. The contractor shall chill, maintain, and store cold food at a temperature between 34°F and 40°F. The contractor shall ensure that the food items which require cooking must be cooked to a temperature of 165°F and must maintain hot foods at or above 135°F.

c. The contractor shall conduct food operations in a sanitary manner to prevent attraction of insects, vermin, and rodents.

d. In the preparation and handling of food, the contractor and the contractor's personnel shall abide by all pure food and drug laws and ordinances, rules, and regulations regarding sanitation and shall adhere to all health standards and provisions for personnel's health, including accident and acute illness, according to applicable federal, state, and local laws.

1) The contractor shall ensure that all areas, equipment, personnel, and procedures used in fulfilling the requirements stated herein are in compliance with the Department of Health 1999 Food Code (19 CSR 20-1-1.010).

2) The contractor shall submit a copy of each Health Department Inspection Report and any deficiencies or problems identified on the report and the actions taken to rectify the deficiencies to the state agency by no later than twenty (20) calendar days after the contractor's receipt of the report.

e. The contractor shall furnish all material, labor/personnel, facilities, equipment, utensils and supplies necessary to prepare the meals and snacks as required herein.

2.10.7 Visitation - The contractor shall establish procedures for visitation to aid in the development of positive relationships.

a. The contractor shall establish reasonable visiting hours that shall constitute a minimum of six (6) hours per week.

b. The contractor must post the visiting hours schedule in an area accessible to offenders and visitors. The schedule shall be documented in the house rules. Visitation relating to sex offenders shall be in accordance with state agency policies and procedures made available to the contractor upon the effective date of the contract.

2.10.8 Drug Testing and Breath Analysis - The contractor shall conduct drug testing (urine specimen) and breath analysis in accordance with the following:

a. Each calendar month, the contractor shall conduct random drug testing equal in number to a minimum of thirty percent (30%) of the contracted residential slots. The contractor shall supply the drug testing kits.

b. The contractor shall conduct drug testing on any offender based on suspicion of use, late return from pass time (or, if applicable, employment), and at the request of the state agency.

c. Based upon suspicion of use, the contractor may conduct additional drug tests on the offenders at the expense of the contractor.

d. The contractor shall utilize a laboratory or on-site testing, which shall, at a minimum, test for the following:

   1) Amphetamines;
   2) Barbiturates;
   3) Benzodiazepines;
   4) Cocaine;
   5) Marijuana;
   6) Opiates; and
   7) PCP.

e. Each time a drug test is performed, an alteration test for masking and dilution must be conducted.

f. The drug test(s) shall be performed at no cost to the individual offender.

g. If an offender requests confirmation of a positive drug test, the contractor shall provide confirmation at the expense of the offender.

h. The contractor must maintain Drug Testing Logs (Attachment #10), which shall affirm that drug testing was completed as required. The contractor shall record the date the drug test was taken and the date the results were received. The contractor's case manager shall document the positive or negative results and place in the offender's file.

i. The contractor shall have a procedure that addresses the collection, control, and testing of offender urine specimens. The procedure shall:

   1) Ensure the confidentiality of all test results;
   2) Meet or exceed state agency standards and procedures; and
   3) Be approved by the state agency's Chief of Drug Testing Services and the state agency.

j. The contractor shall have capabilities for administering "Alco-sensor breathalyzers". The contractor shall understand and agree that balloon tests shall not be acceptable. The contractor must document the results of the breathalyzers for offenders suspected of alcohol intake in the offender's file.

   1) The "breathalyzers" shall be calibrated in accordance with manufacturer specifications or at least one time per year, whichever is greater.

   2) The contractor shall document verification of calibration and provide such for review by state agency upon request.

k. At least once daily, the contractor shall utilize appropriately trained personnel to administer breathalyzers on offenders that are returning to the residential facility by entering the reading of the breathalyzer on the sign in/sign out log (Attachment #11).

l. The contractor shall conduct breathalyzers on each offender returning late from an authorized pass or returning late from an unauthorized exit (or, if applicable employment). The contractor shall document the reading of the breathalyzer on the sign in/sign out log (Attachment #11).

m. The contractor shall conduct a second test for confirmation on positive breathalyzers after waiting fifteen (15) minutes but no later than thirty (30) minutes. During this time, the offender should not be allowed to smoke or ingest anything by mouth.

2.10.9 Sign-In and Sign-Out Procedures - The contractor shall establish daily sign-in and sign-out procedures for all times the offender will be absent from the residential facility which will primarily include employment, job seeking, medical appointments, and as stated below.

a. Offenders under the jurisdiction of the state agency may, under exceptional circumstances, request permission for out of state travel and be granted such with prior state agency approval.

b. If an offender is in a support group, or other approved services outside the residential facility, the activity must be documented on the sign in/sign out log (Attachment #11).

c. Sign outs may be allowed for legitimate related purposes necessary for the offender's success in the program and reintegration into the community (e.g., picking up clothes, identification, registration, court, medical, social security cards, or other appointments) and shall be granted for a specified period of time. This sign out shall not be for the purpose of recreation/visitation.

1) The contractor shall use the state agency format and minimally include information as provided in example Attachment #11.

d. If an offender elects to attend religious services, the offender may sign out for such; however, religious services must follow pass procedures as indicated in the Free Time/Pass Procedures described herein.

2.10.10 Free Time/Pass Procedures - The contractor shall establish free time and pass time procedures utilizing guidelines listed for offenders within the program.

a. Requests for all passes must be reviewed and approved by the state agency prior to granting the pass. A pass shall be defined as a period of time away from the residential facility longer than three (3) hours in length for the purposes of visitation and/or recreation. The residential facility records must document the state agency's prior approval on all pass requests (Attachment #12).

b. All passes shall be in accordance with the state agency format.

c. Free time and pass time may be granted based on successful participation in the objectives outlined in the offender's case management plan and with prior approval from the state agency.

d. Offenders attending religious services shall be limited to three (3) hours per week, unless they are eligible for free time and passes. The offender must submit location and time of services and present verification of attendance (e.g. church bulletin) upon return.

e. The contractor must provide constructive activities for those offenders who remain at the contractor's residential facility on Thanksgiving and Christmas. For those offenders eligible for pass time during Thanksgiving and Christmas, an additional twenty-four (24) hour pass may be granted and may include an additional night of absence from the contractor's residential facility.

1) On a case by case basis, offenders not eligible for an additional twenty-four (24) hour pass may receive a pass for up to twelve (12) hours on Thanksgiving and Christmas with prior approval of the state agency.

- This pass shall not be an overnight pass and, dependent upon the circumstances, may require the offender to report in or return to the residential facility at given points in time.

f. When offenders are subpoenaed for court appearances, the contractor may issues passes for a specified period of time that has been mutually agreed upon with the state agency.

1) The responsibility for room/board and travel will be assumed by the offender.

2) The contractor shall maintain contact with the issuing court to determine the date and time of return.

g. Offenders may be allowed up to forty-eight (48) hours of pass time for the funeral of an immediate family member.

1) Immediate family is defined as spouse, parent, children, brother, sister, grandparent, grandchildren, including all blood, step and foster relationships, and all such relationships of the offender's spouse.

2) An exception may be made if the offender can show the deceased was active in their upbringing.

2.10.11 Health Care - The contractor must provide and maintain a listing of hospitals, clinics, and physicians who can provide medical care and emergency services. Health care information shall be included in the contractor's resident handbook and posted in centrally located areas.

a. Offenders shall be responsible for all health care expenses.

b. Unless alternative arrangements are otherwise agreed to in writing between the contractor and state agency, the state agency will provide the contractor with a secure container for the offender's use to store all Schedule III medications. The contractor shall provide a secure environment for the container to which only the contractor can provide access for the offender.

1) The contractor shall provide a system allowing the offender to access their individual medication(s).

2) The contractor shall provide a paper log sheet/system for each offender to record their medication administration. The offender medication log will include, at minimum, the information on Attachment #13. In the presence of the contractor's personnel, offenders shall be responsible for all inventory and log entries. The contractor's personnel shall verify the offender's log entries by initialing said entries.

3) The contractor shall review the log entries daily. If the offender does not take medications as prescribed, the contractor shall notify the state agency by telephone, e-mail, or fax if medications within one (1) working day of the offender not taking the medication as prescribed. The state agency shall be notified within eight (8) hours if the medication is not taken as prescribed and could result in serious harm to self or others.

4) Written notification shall be provided to the state agency of any offender refusing or failing to take medication as prescribed. Notification shall be provided on a violation or incident report and shall include the offender name, number, date and time of the occurrence, and the name of the medication that the offender refused or failed to take.

c. The contractor shall report an offender's critical illness or death to the state agency within one (1) hour.

2.10.12 Case Management - The contractor shall provide weekly case management for each offender.

a. The contractor shall maintain a case manager to offender ratio of one (1) case manager for a maximum of thirty (30) offenders.

b. The contractor's case manager(s) shall act as a part of the case management team and work in concert with the state agency to support the offenders in the reentry process. The state agency's probation and parole officer shall be the team leader.

c. The case managers shall meet with the offender within two (2) working days of the offender's arrival.

d. The contractor's case manager shall assist with offenders applying for Medicaid/Supplemental Security Income (SSI) and other benefits when applicable, and obtaining identification documents as needed.

e. At a minimum, the contractor's case manager shall monitor offender's participation in programs as outlined by the state agency. This may include monitoring appointments to ensure the offender is attending as required, establishing appointments with resources, or establishing resources in the community.

f. The contractor's case managers shall be available at varying times to accommodate the work schedule of the offenders, including a minimum of one (1) evening per month until 8:00 p.m. The state agency and the contractor shall mutually agree to the times and number of evenings required. The contractor shall not hold offenders from work or other commitments relating to community reintegration to meet with the contractor's case manager unless such has been approved by the state agency.

g. The contractor shall develop and implement a network of service providers to provide needed services to assist offenders and family members/significant others in successful reentry The contractor shall utilize the existing community partners as part of the network and must utilize those service providers/community partners/programs available without cost to the extent possible. Because there may be services/activities required that would not be adequately addressed through the existing community partners, the contractor must also include additional service providers in the contractor's network.

h. The contractor's case managers must maintain detailed legible management notes in the offenders' files, which shall reflect, but not be limited to:

   1) Supervision Plans;
   2) Goals developed following the Specific, Measurable, Attainable, Realistic, and Time-oriented (SMART) guidelines set to accomplish supervision plan;
   3) Criminogenic needs (Attitude, Associates, Family, Substance Abuse, Recreation, Education, Employment);
   4) Home plan development; and
   5) Follow-up activities.

i. The contractor must maintain current listings of community treatment resources. The contractor must make the listings available for review at the request of the state agency.

   1) The contractor shall take into consideration the needs of the offender, including but not limited to medical and mental health needs, transportation needs, and financial abilities when making referrals.

2.10.13 Job Development and Maintenance - The contractor shall provide for the development and identification of potential employment opportunities for the offenders, taking into consideration each offender's

background, experience, training, and feasibility of securing employment. Arrangements for interviews, transportation and personal introductions may be included. When an offender is employed, the contractor shall provide employment case management and monitoring, which may include visits to the employment site.

a. The contractor shall develop partnerships with organizations and employers in the community that may assist the offender with employment opportunities.

b. If employable, the offender shall be required to secure employment and continue with assigned reentry activities.

c. The contractor shall record job development and monitoring in the offender's file.

d. With advanced state agency approval, an offender may secure employment where the offender will be paid in cash, provided verification of the employment and payment of taxes can be obtained.

e. The contractor shall encourage offenders to obtain and maintain the best possible employment suitable to the offenders' individual needs and circumstances to ensure successful community reentry.

f. The contractor shall provide access to suitable clothing for job search to assist the offender with securing employment.

2.10.14 Savings - Each offender is responsible for reporting all earnings to the contractor. The contractor shall obtain verification for all employment or Social Security Income and/or Social Security Disability Insurance from the offender and include such in the offender file. The contractor must maintain documentation in a state agency approved format that details income, savings deposits, and dates of transactions.

a. The contractor must institute and implement procedures to collect mandatory savings. The contractor shall establish a residential facility savings account at a Federal Deposit Insurance Corporation (FDIC) insured financial institution. The state agency shall be joint custodian on the account with signatory authority. At a minimum, the contractor's procedures must include actual practice evidence of the bank reconciliation to the contractor's individual ledger accounts of each offender with documentation of all adjustments. This requirement will become a part of the state agency's financial audit.

1) Offenders are required to save a minimum of fifty percent (50%) of their gross income in a residential facility savings account, which will be released by the contractor to the offender upon successful completion of programming unless the offender is transferring to another residential facility. If the offender transfers to another residential facility, then the savings account shall be released by the contractor to the receiving facility and the offender.

2) Offenders receiving social security benefits or offenders that are self-employed shall be required to save a minimum of fifty percent (50%) of their income in a residential facility savings account, which must be released by the contractor to the offender upon successful completion of programming.

b. The contractor shall collect the savings from the offender on the date the offender is paid, or, if the offender returns to the residential facility after the contractor's normal business hours, the contractor shall collect the savings the next business day. The contractor shall prepare a receipt that both the contractor and offender shall sign showing the amount collected. A copy of the receipt shall be given to the offender.

1) Savings collections may be reduced or waived for any given pay period, with prior written approval from the state agency. In individual instances, the reduction or waiver, with

justification using the Reduction/Waiver of Savings form (Attachment #14), shall be signed by the state agency and must be included in the offender's file.

2) Regardless of the savings account balance, waivers or reductions of savings may occur to ensure the offender has at least fifteen dollars ($15) per week for transportation, clothing, shoes, etc., relating to employment.

3) Withdrawals from savings may occur with prior approval of the state agency as attested by signature on a Request for Savings Withdrawal (Attachment #15).

4) In instances where continued legal obligations such as child support are required, one (1) waiver may be completed which shall remain in effect for the offender's entire residency. The obligation shall be clearly detailed on the waiver and shall be signed by the state agency.

2.11 Transportation and Driving Privileges:

2.11.1 Transportation – The contractor shall ensure viable transportation exists to meet offender needs in job search, employment, community resource appointments, and other areas that would allow for successful community reintegration.

a. If the contractor's residential facility is not within 1/4 mile of a bus stop or other form of public transportation that offers hourly drop-off and pick-up between 7:00 a.m. and 6:00 p.m., the contractor shall provide transportation to and from an easily accessible point, at least every hour, Monday through Saturday, at times coinciding with public transportation and twice on Sunday.

1) In instances, such as inclement weather, holidays, etc., when public transportation is not available, the contractor must provide transportation to meet the needs of the offender.

b. The contractor shall provide the transportation schedule in the contractor's resident handbook and post in a centrally located area.

c. If the contractor elects to utilize taxi cabs as an option of transportation, all costs exceeding that of public transportation shall be at the contractor's expense and shall not be charged to the offender.

d. The contractor shall make every effort to secure funds to assist the offender with bus passes and transportation to mandatory appointments and job searches, until such time the offender is receiving income.

2.11.2 Vehicle Requirements - If the contractor transports offenders, the contractor shall comply with the following:

a. The state agency reserves the right to inspect any vehicle(s) to be used in the performance of the contract. The state agency reserves the right to approve or reject any of the contractor's vehicles.

b. The contractor shall furnish vehicles that, at a minimum, satisfy all of the following requirements:

- Meet all state and federal safety standards;
- Legally licensed;
- All vehicles shall have an available seat that is securely fastened to the floor of the vehicle for each passenger;
- All vans and buses shall have accessible emergency exit(s) with appropriate emergency procedures posted in compliance with Federal Motor Vehicle Safety Standard No. 217;
- All vans and buses shall have a stationary or removable step to aid entry and exit of the vehicle. This step shall be capable of safely supporting three hundred pounds (300 lbs.); shall be placed no more than twelve inches (12") above ground level; and shall have a nonskid top surface no less

than eight inches by twelve inches (8" x 12"). Removable steps shall be properly secured while the vehicle is in motion;

- Equipped with the following safety equipment:
  - ✓ Cars and vans shall have a usable seat belt, including seat belt extenders as needed, for each person being transported;
  - ✓ Extra electrical fuses;
  - ✓ Fire extinguisher;
  - ✓ Three (3) reflective triangles or Emergency Flare Kit;
  - ✓ Spare tire and jack unless the driver is radio/phone equipped and able to summon assistance;
  - ✓ Flashlight;
  - ✓ Ice scraper;
  - ✓ Emergency first-aid kit; and
  - ✓ Blood-borne pathogen kit.
- Maintained, on a daily basis, in a clean, safe, and reliable mechanical operating condition.

c. The contractor shall follow 49 Code of Federal Regulations Part 38 for vehicle requirements when transporting an offender remaining in a wheelchair during transport.

d. The contractor shall maintain documentation, available at the request of the state agency, for the following:

1) Tire rotation and replacement;
2) Oil changes;
3) Maintenance schedule and completion dates; and
4) Inspection and renewal of licenses.

e. The contractor shall maintain vehicles that transport offenders and document maintenance resulting from, but not limited to:

1) Accidents, breakdowns and road service (numbers, types, frequency, etc.);
2) Vehicle inspections including, at a minimum, cleanliness, safety, and equipment; and
3) Preventive maintenance including, daily vehicle pre/post-trip inspection reports, and scheduled service.

2.11.3 Contractor Driver Requirements – If the contractor transports offenders, the contractor's drivers shall comply with the following:

a. The state agency reserves the right to approve or reject any of the contractor's drivers.

b. The contractor shall provide the state agency with a list of the drivers, substitute drivers, and attendants, prior to the driver performing service under the contract. In the event the driver(s), attendant(s), and/or substitute driver(s) change, the contractor must provide the state agency with an updated listing prior to any change.

c. The contractor's drivers, substitute drivers, and attendants, unless otherwise specified below, must have experience and education including completion of safety courses, driver training courses, passenger assistance courses, etc. Driver training must include:

1) Defensive driving (drivers only);
2) Driver sensitivity, awareness and communications;
3) Use of mobility equipment (walkers, canes, crutches, braces, etc.);
4) Methods of handling wheelchairs;
5) Hands-on assistance (body mechanics, such as methods of moving, lifting, and transferring offenders with mobility limitations or who use assistive devices);

6) Operation of lifts, ramps, and wheelchair securement devices if the vehicle to be operated is equipped with them;
7) Use of a fire extinguisher;
8) Methods of keeping accurate and accountable records or reports;
9) Instructions on proper actions to be taken in problem situations (e.g., crisis management, emergency evacuations and procedures, seizure disorders, passenger abuse and neglect, and vehicle breakdowns);
10) Basic first aid;
11) Guidelines on when to attempt first aid or when to take alternative action; and
12) Instruction on universal precautions regarding handling body fluids, including how to use a blood-borne pathogen kit.

d. The contractor shall ensure the following credentialing requirements regarding drivers, substitute drivers, and attendants, are met:

1) Drivers have appropriate and valid driver's license;

2) Attendants have appropriate certification or license for the function the attendant is performing;

3) The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract;

4) The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials;

5) Current laws regarding drug and alcohol testing are enforced;

6) The driver's health record shall contain documentation signed by the driver, that no physical or health limitation exists that prevents competent operation of the motor vehicle or ability to assist any participant in and out of the vehicle who requires or requests such; and

7) The state agency will conduct a Department of Revenue driving record check on each potential driver prior to the driver providing services. The contractor's drivers should have at least one (1) year of safe driving experience as verified from the Missouri Department of Revenue or the state licensing agency of residence.

e. The contractor shall exclude any driver or attendant from providing services under the contract that meets any of the criteria specified below:

1) Who have any felony criminal convictions, or have plead guilty to any felony offense or have plead nolo contendere to any felony crime or have been found guilty of any felony offense in this state or any other state, including a suspended imposition of sentence, which if committed in Missouri would be a class A or B felony violation of chapter 565, 566 or 569, RSMo, or any violation of subsection 3 or 4 of section 198.070, RSMo, or section 568.020, RSMo, or any

felony offense wherein the offense occurred five (5) years or less immediately prior to delivery of services if such offense involved theft, theft by deceit, fraud, forgery, stealing, or the sale or possession of contraband drugs;

2) Who has ever plead guilty or nolo contendere to any offense or been convicted of any offense or been found guilty of any offense, misdemeanor, or felony of a sexual nature or involving violence, including a suspended imposition of sentence;

3) Whose name is listed on the Department of Health and Senior Services Family Care Safety Registry, unless a Good Cause Waiver has been obtained from the Department of Health and Senior Services;

4) Have failed to renew their license or certification registration or have had their professional license or certification revoked;

5) Have been terminated by the state agency;

6) Have been convicted of fraud or abuse; or

7) Have been identified as having Office of Inspector General (OIG) sanctions (the contractor can access OIG sanction information on the Internet at http://exclusions.oig.hhs.gov/)) and shall maintain documentation of verification of the OIG sanctions.

f. The contractor shall not hire, retain, or utilize the services of a driver who:

1) Has been convicted of driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services;

2) Has had their driver/chauffeur's license revoked within three (3) years prior to delivery of services;

3) Have limitations or restrictions that would interfere with safe driving. For example, but not limited to, medical conditions, ignition interlock restriction, or prescribed medication that would interfere with the safe, lawful operation of a motor vehicle; and

4) Has a communicable disease which may pose a threat to the health and well-being of the offender.

g. The contractor's drivers, substitute drivers, and attendants shall not be assigned to other duties while assigned to drive, substitute drive, or act as an attendant. For example, a driver shall not also provide security duties while assigned driving duties.

h. The contractor's drivers and substitute drivers must drive in a careful and prudent manner, exercising the highest degree of care at all times, and must observe and comply with all rules of the road and traffic regulations.

i. The contractor's drivers and substitute drivers must provide all services in accordance with all applicable state laws and in accordance with all rules and regulations of the state agency.

j. If requested by the state agency, the contractor shall investigate a driver's or substitute driver's performance. The state agency shall have sole authority to determine the acceptability of any driver or substitute driver to continue providing services.

k. The contractor shall ensure the drivers and substitute drivers observe the following provisions:

1) Assure that all offenders are seated before vehicle is put into motion;
2) Require offenders to use seat belts;
3) Disallowance of firearms, alcoholic beverages, unauthorized controlled substances, or highly combustible materials to be transported in vehicle;
4) Allow service animals in the vehicle, as needed; however, other animals shall not be allowed;
5) Assure that all packages are safely stored before putting the vehicle in motion;
6) Assist each offender in entering and exiting the vehicle as needed;
7) Assure that offenders enter and exit the vehicle in unobstructed and safe locations;
8) Observe all posted speed limits, traffic rules, and modify driving according to weather hazards;
9) Not use alcohol or other controlled substances unless prescribed by a licensed health care provider prior to or while driving;
10) Not use any prescribed or over-the-counter medication that may impair driving ability prior to or while driving;
11) Driver code of conduct as established by the contractor;
12) Not smoke or use other tobacco products during transport of offenders;
13) Submit to random drug screening, alcohol screening, or both; and
14) Use of only hands-free calling devices during transport.

2.11.4 Offender Driving Privileges - The state agency may permit offenders to drive, while residing at the residential facility, to employment and approved appointments.

a. An offender may submit a Request to Operate a Motor Vehicle (Attachment #16) to the state agency. The offender may operate a motor vehicle only with prior approval of the state agency. The following criteria must be met prior to the granting of the request:

1) Proof of current license and insurance. Offenders with current driver's licenses must have the licenses renewed to prevent expiration;
2) Proof of responsible behavior as demonstrated by the offender and file documentation;
3) Review of traffic record by the state agency;
4) Copies of a valid driver's license/chauffeur's license (both sides), insurance face sheet and vehicle registration attached to the request;
5) The offender must agree that his/her license and any keys must be surrendered to the contractor upon return to the residential facility at the end of each day; and
6) The offender has been advised that any infraction may result in the loss of driving privileges.

b. Offenders may take the driver examination test while a resident of the residential facility.

c. Offenders may have an operable motor vehicle at the residential facility, if prior approval is received from the state agency. The contractor shall provide free on-site parking for the offender's vehicle.

2.12 Personnel Requirements:

2.12.1 The contractor and the contractor's personnel must comply with all requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include personnel provided by the contractor.

2.12.2 The contractor shall provide sufficient personnel to perform the services required herein. The contractor shall ensure all personnel have appropriate training, education, experience, and orientation to fulfill the requirements of the assigned position.

Paragraph Revised by Addendum 1

2.12.3 Within five (5) *working* days of changes in the contractor's personnel, the contractor shall provide the state agency with an updated organizational chart including and annotating vacancies.

a. 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 proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency'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.

2.12.4 The contractor shall provide the following key personnel:

a. Residential Facility Director -

1) The contractor's residential facility director should have a four (4) year degree in business, psychology, counseling, or similar field or should have at least four (4) years of related experience.

2) The contractor's residential facility director shall have clear authority over general administration and implementation of the provisions and requirements herein.

3) The contractor shall have a full-time residential facility director on-site during the state agency core hours of operation, plus/minus one hour before or following the core hours of 8:00 a.m. and 5:00 p.m., excluding state holidays and weekends. A list of state holidays may be found on the State of Missouri website http://content.oa.mo.gov/commissioners-office/state-holidays.

Paragraph Revised by Addendum 1

4) The contractor shall maintain a residential facility director designee to act on behalf of the contractor's residential facility director on site during state agency core hours plus/minus one hour before or following the core hours of 8:00 a.m. and 5:00 p.m., excluding state holidays and weekends. The residential facility director designee *should* have the appropriate credentials and experience to have administration of the residential facility. *The contractor's residential facility director designee may act on behalf of the contractor's residential facility director during times of the contractor's residential facility director's temporary absence, such as sick leave or annual leave, not to exceed 40 hours per month, unless approval has been received by the state agency for extenuating circumstances.*

b. Chief Financial Officer – The contractor shall have a chief financial officer who shall oversee the budget and accounting systems implemented by the contractor. The contractor may provide alternative executive level personnel for this position. The alternative executive level personnel must have the appropriate credentials and experience to have oversight of the accounting and budget system.

1) The contractor's chief financial officer should have a four (4) year degree in accounting, finance, or similar field or should have four (4) years of related experience.

c. Case Managers – Unless a specific exception is granted by the state agency for a specific case manager, the contractor's case managers providing case management services must be a graduate of a four (4) year accredited college or university with a bachelor's degree in social work, counseling, criminal justice administration, psychology, sociology, or a closely related field.

d. Chief of Security – The contractor's chief of security should have a high school diploma or High School Equivalency (HSE), and should have two (2) years of related experience.

c. Security Personnel - The contractor's security personnel, at a minimum, must have one (1) year of work experience, including military or self-employment, and a high school diploma or High School Equivalency (HSE).

1) Unless otherwise approved by the state agency or part of the state agency approved job description, the contractor's assigned security personnel shall not be engaged in other assigned duties (clerical, meal preparation/services, maintenance, driving, etc.) during the time assigned security responsibilities.

2.12.5 The contractor shall provide qualified personnel for the professional positions and responsibilities listed in the awarded proposal, and at the level warranted and presented in the Employee Expense Charged to Contract Exhibit included in the awarded proposal. For any vacated position, the contractor shall provide the state agency with documentation that validates a good faith effort on the part of the contractor to fill the vacant position. If the position is vacated for a period longer than 45 calendar days, such position(s) shall be considered vacant and the state agency shall reduce the contractor's total monthly payment by an amount not to exceed the total salary included in Employee Expense Charges to Contract Exhibit included in the awarded proposal.

2.12.6 The contractor and each of the contractor's personnel assigned to the contract must be approved by the state agency in order to provide services.

a. At a minimum, the contractor's personnel assigned to provide services under the contract must be certified in Cardiopulmonary Resuscitation (CPR) and First Aid within the first sixty (60) calendar days of hire and must maintain the certification while providing services.

b. The state agency will complete a criminal record and background check on all potential personnel.

1) Within five (5) calendar days after state agency authorization to proceed with services and any time thereafter when requesting to hire new staff, the contractor shall provide the state agency with the following:

- A completed Authorization for Release of Information Form (Attachment #17) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.

- A State of Missouri/Department of Corrections Confidentiality Oath (Attachment #18) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.

2) During the birth month of each of the contractor's personnel providing services, the contractor shall request the state agency conduct an annual criminal record and background check.

c. The contractor shall understand and agree that offenders under active federal or state felony or misdemeanor supervision must receive written state agency approval prior to becoming an employee of the contractor for the services provided herein. The contractor's personnel with prior felony convictions and not under active supervision must receive written state agency approval prior to providing services.

2.12.7 The contractor shall maintain written job descriptions for all personnel. The job descriptions shall include job titles, minimum qualifications, responsibilities and duties, as well as titles of the immediate supervisor. The employees' job descriptions shall be located in the personnel file. In the event the job description changes, the contractor shall submit the revision to the state agency for approval prior to implementation.

2.12.8 Authorized Personnel:

a. 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.

b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

2.12.9 In recognition of the sensitivities of human behavior characteristic of correctional environments, upon the request of the state agency, the contractor shall replace any of the contractor's personnel who the state agency finds unacceptable. If the state agency is dissatisfied with any personnel provided by the contractor to perform under the contract, the contractor must resolve the personnel problem to the sole satisfaction of the state agency. If circumstances should exist which would prevent said resolution, the contractor shall supplement the position with appropriate part-time or overtime personnel until an approved full-time replacement can be employed. The contractor will be given a reasonable time frame by the state agency to find said replacement.

a. The state agency shall provide the contractor with a written explanation as to why the state agency finds the personnel to be unacceptable and a written explanation of any personnel problems. In addition, the state agency will provide the contractor with a written time frame for replacement of personnel. In such instances, the contractor must maintain the number of Full Time Equivalent (FTEs) in the personnel plan included with the contractor's awarded proposal.

1) For the purposes of the contract, minimum staffing shall be defined as including the individual positions listed in the contractor's Employee Expense Charged to Contract Exhibit included in the contractor's awarded proposal. The contractor shall maintain minimum staffing levels throughout all periods of the contract.

2) For the purposes of the contract, an FTE shall be defined as a contractor position working 2080 hours annually.

2.12.10 The contractor shall maintain, and operate in accordance with, written personnel policies that shall be available to all personnel and accessible to the personnel at their work sites.

a. The written personnel policies should contain standards for all personnel.

b. The written personnel policies should address issues such as hiring practices for diverse personnel, retention, recruitment, promotions, grievance procedures, staff development, training, performance appraisals, benefits, disciplinary procedures and terminations.

c. The contractor's written policies shall define ethical and professional relationships that shall be maintained between contractor's personnel and offenders. The contractor and the contractor's personnel shall comply with the state agency's guidelines, policy on sexual misconduct and harassment, and conduct of the personnel, incorporating such into the contractor's written policies and written procedures. The contractor further understands and agrees that investigations will be conducted by the state agency as deemed necessary. Copies of state agency policies and procedures will be made available to the contractor after state agency authorization to proceed with services.

1) Contractor's personnel shall not display favoritism or preferential treatment for individual offenders or groups of offenders.

2) Contractor's personnel shall not engage in any personal or business relationship with any offender under the state agency's jurisdiction or with an offender that has been a program participant within the last two (2) years, or the offender's family.

3) Contractor's personnel shall not use their official positions to secure or receive advantages, gifts, money, or favors from offenders, their families, or associates.

4) Contractor's personnel shall value the human worth and dignity of all offenders by respecting the individual, recognizing diversity and treating all offenders fairly.

5) Contractor's personnel shall not abuse offenders verbally or physically.

6) Contractor's personnel shall recognize the offender's right to privacy and adhere to confidentiality rules.

7) Contractor's personnel shall report any attempt to violate these guidelines immediately to the contractor's facility director who shall in turn report to the state agency.

2.12.11 The contractor shall maintain a personnel file for each of the contractor's personnel. The personnel file shall be accessible to the state agency for the purpose of verifying compliance with the contractual requirements. The file must include criminal record checks completed by the contractor, background investigations, resumes, transcripts, dates of employment, training records, performance appraisals, commendations, disciplinary actions, and other related actions.

a. The contractor shall verify and provide documentation to the state that the original degree/diploma/certified transcript was reviewed by the contractor prior to hire.

b. The contractor shall provide a check list of all required documents at the front of each employee file.

2.12.12 The contractor shall notify the state agency in writing of any violations, investigations, or accusations relating to personnel providing services and a plan of action how the issue will be addressed or resolved. The contractor shall make initial contact with the state agency immediately, or the next working day after becoming aware of the issue.

2.12.13 The contractor shall not bind any members of the contractor's personnel to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the members of the contractor's personnel in or from accepting employment with other providers similarly situated.

2.12.14 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state agency property and dealing with the offender population. Further, the contractor and the contractor's personnel shall assist the state agency in enforcing offender rules by reporting violations to the state agency or its designee. Furthermore, the contractor shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe environment.

2.12.15 The contractor shall supervise contractor-assigned personnel to provide services. The unique nature of working with offenders, including safety and security issues, requires the state agency to carefully monitor the contractor's personnel. Any concerns the state agency has regarding a member of the contractor's personnel, 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 state agency in order that proper communications can occur with the contractor.

a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor must provide a means, and orient the personnel to such means, of resolving complaints or problems

b. Because of the unique nature of the work, close cooperation between the contractor's personnel and state agency will be required. However, the contractor must ensure that contractor's personnel work the correct hours, receive correct pay, have the tools required to perform assigned duties, receive additional job training as needed, and have adequate supervision.

1) Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination or any other matters.

2) The contractor shall provide written communication to the state agency regarding the personnel action taken based on the complaint(s) or problem(s) regarding any of the personnel's work.

2.12.16 The contractor shall not assign or designate any person to multiple contracts or positions without the advance written approval of the state agency.

2.12.17 The contractor shall understand and agree that no state agency employee shall be compensated by the contractor for services provided, related to performance of the contract, while concurrently employed by the state agency.

2.13 Training Curriculum:

2.13.1 Within thirty (30) calendar days from the date of hire and prior to providing services, the contractor shall provide in-service training to personnel assigned to the contract. The training shall include, but not necessarily be limited to safety and security of the residential facility, offender violations including absconders and no shows, offender management techniques, crisis intervention, de-escalation of volatile offender behavior, appropriate procedures and responses to offender incidents, training on cross–gender pat down and searches of transgender and intersex residents. Additional training in verbal judo, cognitive restructuring, reentry process, transitional team concepts, communicable diseases and interpersonal relationships shall be required on contractor's personnel as directed by the state agency.

a. The contractor shall not allow any personnel who are newly assigned to a position to perform job duties until training is completed, unless under direct and immediate supervision.

b. The contractor shall provide a training checklist, or comparable form, to verify all required training has been completed. The training check list shall be located in the employee personnel file.

2.13.2 Within thirty (30) calendar days after state agency authorization to proceed with services or within thirty (30) calendar days from the date of hire and prior to providing service, whichever is sooner, the contractor shall ensure that the contractor's personnel, who shall minimally include the residential facility director, case managers, and security personnel, shall participate in any required training provided by the state agency.

2.13.3 Within seven (7) calendar days of employment, the contractor's personnel shall be trained in the proper emergency procedures indicated in the Written Plans and Written Procedures herein and shall receive appropriate training for those procedures for which responsible. The contractor's personnel shall sign a form, which shall be witnessed and signed by the person's immediate supervisor, signifying understanding and training in these procedures.

2.13.4 The contractor shall provide and/or participate in sixteen (16) hours of cross training annually on a calendar year basis (January – December). The contractor shall not require new employees to attend cross training until the employee has completed ninety (90) calendar days of employment.

2.13.5 The contractor shall provide annual continuing education and training for personnel that shall address areas pertinent to the contract and offender management, behavior, or security.

2.13.6 The contractor and the contractor's personnel shall participate in any training provided by the state agency as deemed necessary to ensure successful compliance with the contract.

2.13.7 The contractor shall maintain documentation of participation in training for all personnel in the contractor personnel files.

2.13.8 The contractor shall understand and agree that all training shall be at the expense of the contractor.

2.14 Report Requirements:

2.14.1 The contractor shall notify the state agency of any offender violation that could lead to termination of the offender from the residential facility or that could result in the revocation or change in the level of supervision for the offender within one (1) working day of such violation.

a. The contractor shall report any unlawful behavior of any offender(s) or against any offender to the state agency and to local law enforcement officials immediately upon knowledge of such behavior.

b. While police contact may not result in a violation report, the contractor must report any police contact with an offender to the state agency within one (1) working day.

c. The contractor shall submit violation reports (Attachment #19) to the state agency within one (1) working day.

2.14.2 The contractor shall notify the state agency of any incident involving the offender's physical or emotional well-being. The contractor shall complete and submit incident reports (Attachment #20) to the state agency within one (1) working day of incidents at the residential facility.

2.14.3 The contractor may develop their own reports with the state agency's approval. However, the contractor shall minimally include information included within Attachments #1- #22 in the required reports and shall revise the reports at the request of the state agency.

2.14.4 The contractor shall submit any special reports at the request of the state agency.

2.14.5 The contractor shall participate and cooperate to its fullest extent in any research project or outcome study required by the state agency.

2.15 Meeting Requirements:

2.15.1 The contractor shall invite the state agency to all management meetings specific to the contract.

2.15.2 At least quarterly or as requested by the state agency, the contractor and the contractor's personnel shall participate in oversight meetings specific to contract compliance. The contractor shall forward copies of the minutes to the following state agency designees: State Agency Coordinator and the Probation and Parole supervisor.

a. On a quarterly basis, the contractor must submit the Individual Personnel Percentage of Work Time Exhibit and Employee Expense Charged to the Contract Exhibit to the state agency with oversight meeting minutes.

2.15.3 At the request of the state agency, the contractor's managers and associated administrative personnel shall attend periodic state agency 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.

2.16 *Contract Monitoring:*

2.16.1 Operation Audit and Evaluation Process - At any and all times, the contractor must provide the state agency and any state agency 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. At a location designated by the state agency, the contractor shall produce all books, files and records relating to offenders, personnel and services regarding the contract for purposes of a state agency audit.

b. The contractor must provide access for audits of the operating systems, procedures, services, documentation, software packages, facilities, and equipment used in support of the office functions for the contract.

1) The contractor shall provide read-and-copy access 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 office operations.

2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of office 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 contractor shall agree and understand that the evaluations and audits conducted by the state agency and/or designees may include, but are not limited to, the following:

1) Reviewing the contractor's office functions, organization, policies, procedures and practices, operating efficiency, residential facility and equipment access security, and back-up procedures;
2) Reviewing activity transactions;
3) Analyzing activities to determine the cause of errors; and
4) Reviewing the contractor's compliance with contract terms, systems specifications, pertinent state and federal laws and regulations, state agency policies and procedures, administrative directives, and program documentation.

2.16.2 Deficiency Notice - The contractor shall understand and agree that if the state agency, through its audit and evaluation of contractual performance, determines that the services being performed by the contractor are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

a. Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.

b. The deficiency notice shall:

1) inform the contractor of the deficiency;
2) inform the contractor of the state agency's desired resolution/corrective action to be taken by the contractor;
3) require the contractor to resolve the situation to the state agency's satisfaction; and/or
4) require the contractor to provide a corrective action plan, as described below, for preventing the situation/incident from recurring.

c. Upon receipt of the deficiency notice, the contractor shall have ten (10) working days to either correct the described deficiency(ies), or demonstrate, in writing, good cause as to why the deficiency(ies) cannot be resolved within the ten (10) working day period. In either instance, the contractor shall implement a corrective plan of action and direct a written response to the state agency within the ten (10) working day period.

d. Failure of the contractor to respond in writing to the deficiency notice within ten (10) working days of receipt of the letter may result in the state agency withholding fifty percent (50%) of the next monthly payment to the contractor and each subsequent month until the state agency receives a written response.

e. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

2.16.3 Corrective Action Plan - Within ten (10) working days after receipt of the state agency notice delineating the deficiencies, the contractor shall provide the state agency with a complete written corrective action plan.

a. The contractor's corrective action plan must:

1) List steps the contractor will take to correct the deficiencies;
2) Timelines for the corrections; and
3) Describe how progress will be measured.

b. Within ten (10) working days of receipt of the corrective action plan, the state agency will notify the contractor in writing if the corrective action plan is approved.

c. If the state agency informs the contractor that the corrective action plan is not approved, the contractor shall submit a revised corrective action plan to the state agency within ten (10) working days.

1) Within ten (10) working days of receipt of the revised corrective action plan, the state agency will notify the contractor in writing if the revised corrective action plan is approved.

2) Failure of the contractor to submit the revised corrective action plan within ten (10) working days shall be considered a breach of contract and subject to the available remedies including contract cancellation.

2.16.4 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;
b. Additional contract monitoring;
c. Requiring the contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.17 Financial Audit Requirements - The contractor shall have an audit conducted annually by an independent Certified Public Accountant (CPA) of all financial records and related documentation incurred under the contract and related to the residential facility services provided by the contractor.

2.17.1 The state agency shall have the right to approve the contractor's selection of the CPA and the CPA's proposed plan-of-action for auditing the contractor. The contractor shall not utilize any CPA firm, which has had or currently has a personal interest in the outcome of the audit or has any relationship, which may demonstrate a conflict of interest. The contractor must submit the following information to the state agency prior to implementing the audit.

a. A list identifying any current and previous contract(s) of the CPA which pertain to residential facilities.

b. A written description of the plan-of-action which the CPA shall employ during the audit including, but not limited to, the following areas:

1) Review and reporting of all savings collected from offenders.

2) Review of billings to the state agency, other state agencies, and contractors.

2.17.2 The contractor and the subcontracted CPA firm must agree and ensure that access to all audit work papers shall be granted to personnel of the state agency and/or the Missouri State Auditor's Office.

2.17.3 The contractor shall agree and ensure that the state agency shall be given an opportunity to be present for all entry and exit audit conferences. Therefore, the contractor must provide sufficient notice to the state agency prior to such audit conference to permit scheduling. The audit shall become a part of the contractor's final evaluation report. In addition, all audit papers issued by the CPA shall be included as part of the contractor's final evaluation report.

2.17.4 After reviewing the audit papers of the CPA, if the State of Missouri determines services were not performed as contractually required, that there were gross misrepresentations of the cost and pricing data, or that unallowable costs were used by the contractor in the performance of the contract, the contract price(s) shall be reduced by an amount equal to any excess cost caused by such noncompliant acts of the contractor.

2.17.5 The state agency, the Office of the State Auditor, and/or appropriate federal agencies may examine (audit) all pertinent books, documents, papers, and records of contractor's residential facility to determine the propriety of the expenditures as defined by federal regulations, the contract, and state agency Policy and Procedure. The contractor shall make such available as requested.

a. The contractor shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of such five-year period if the state agency has been notified in writing of the completion of the state audit by such time. If the state agency has not been notified by the end of such five year period, such records shall be retained until the state agency is notified of the completion of the state audit. In all cases where the audit questions have arisen before the expiration of such five-year period, records shall be retained until resolution of all such questions.

b. The contractor shall provide financial reports standard in accordance with general accounting practices.

c. The contractor shall retain records which relate to (1) appeals, (2) litigation of the settlement of claims arising out of performance of the contract, and (3) costs and expenses of the contract to which exception has been taken by the state agency or its duly authorized representative until such appeals, litigation, claims, or exceptions have been authorized.

2.17.6 The state agency shall conduct a mini fiscal audit reviewing all financial records

2.17.7 The contractor shall maintain auditable records for all activities performed under the contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:

a. itemized revenues and expenditures related to the performance of the contract;
b. the number and type of resource homes served;
c. detailed documentation of services provided, including progress notes;
d. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
e. other relevant records.

2.17.8 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under the contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the state agency of any cash flow issues where the contractor's obligations required under the contract would be in jeopardy.

2.17.9 The contractor shall provide access to all case files, documents, reports, and databases as requested for both state agency and state agency designees, including the federal government, for evaluation of services. In addition, the contractor shall provide access for audits and inspections of contractor's records,

including financial records. The state agency reserves the right to request an audit be performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such audit is warranted and at any time the state agency determines an audit is required. If access is denied or limited, the state agency reserves the right to reduce payment for each case record that is not complete, or to which access is denied, back to the day access was requested until the case record is made available to the state agency and accurately brought up to date.

2.17.10 The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract, the final resolution of any litigation pertaining to a child who is served under this contract, the final resolution of any litigation involving this contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. The contractor shall fully comply with any and all litigation holds placed on the contractor or the contractor's records by the Division of Legal Services, the Missouri Attorney General's Office or a court of competent jurisdiction. For the purposes of this contract, a "litigation hold" shall be any directive or request directed to the contractor to preserve, protect and maintain information, data, documents or records of the agency. Litigation holds shall apply to any information, data, documents or records maintained by the contractor, its agents, officers or employees in any manner in any medium (including paper and electronic).

2.17.11 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time.

2.17.12 The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.18 Miscellaneous Requirements:

2.18.1 The contractor, where feasible and appropriate, shall use state-of-the-art office equipment to enable the most effective and efficient operation while maintaining strict adherence to the contract requirements.

2.18.2 If deemed necessary by the state agency, the state agency will provide the contractor with access to the state agency's database on a need to know basis. Access shall be limited to contractor personnel who have been approved access by the state agency.

2.18.3 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, or accounting services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal or accounting services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.

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

2.19 Financial Requirements:

2.19.1 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.

a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

2.19.2 The contractor understands that the State of Missouri is not obligated for any payments under the terms of the agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor.

2.19.3 Invoicing – The contractor must submit monthly invoices which minimally contain the information included in Attachment #21, Sample Residential Invoice Format and Attachment #22, DOC Provider Services to the state agency Probation and Parole office for review by the fifth (5th) working day of the month following services in accordance with the applicable firm, fixed price per residential slot stated on the Pricing Page.

a. Invoices must indicate the number of residential slots as stated in the Notice of Award multiplied by the number of days in the billing month. If applicable, invoice must include overage for the number of slots above the authorized number of slots as stated in the Notice of Award.

b. If a discount for prompt payment is specified on the Pricing Page, the contractor's invoice must identify the discount specified on the Miscellaneous Exhibit.

c. Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

d. The state agency reserves the right to audit invoices and to reject any invoice for good cause.

e. The state agency reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced.

2.19.4 Payments - The contractor shall be paid the firm fixed price per residential slot price for each residential slot stated in the Notice of Award, less liquidated damages, if any.

a. If the contractor exceeds the total number of residential slots stated in the Notice of Award in a given month, the contractor shall be paid for the overage, not to exceed ten percent (10%) of the total authorized residential slots.

b. In the event the contractor consistently falls below the residential slots stated in the Notice of Award in a quarter, the state reserves the right to review the authorized residential slot utilization and reduce

the contracted authorized residential slots accordingly and payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page. If it becomes necessary to reduce the number of contracted residential slots due to renovation/construction, payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page.

c. The contractor shall not receive payment until after receipt of the services and the state agency is in receipt of the monthly invoice as well as all required monthly reports.

d. If the contractor proposes a discount for prompt payment as indicated on the Miscellaneous Exhibit and the state agency makes prompt payment, the total payment to the contractor shall be reduced by the percent of discount identified on the Miscellaneous Exhibit.

e. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, training, telephone charges, security clearance, etc.

f. If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

g. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

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

2.19.5 The contractor may transfer funding between program budget categories as identified on Budget/Price Analysis exhibit without prior state agency approval if transfers do not exceed fifteen percent (15%). If the transfer exceeds fifteen percent (15%), the contractor must have prior approval from the state agency. The contractor is required to retain documentation to support amounts billed for indirect costs.

2.19.6 The contractor shall notify the state agency of any instance where an additional source of funding is available, through public and/or private sources, that is intended to offset a portion of service cost. In such instances, the total obligation due the contractor by the state agency shall be reduced by the amount of the funding received.

2.19.7 Liquidated Damages - The contractor shall agree and understand that providing an operational facility twenty-four (24) hours per day seven (7) days per week is critical to the efficient operations of the state agency and that the amount of actual damages to the state agency if the contractor fails to provide an operational facility would be difficult to establish. Therefore, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

a. For each twenty-four (24) hour day after the length of time for program implementation as specified on the Pricing Page or the extension of time granted by the state agency, whichever is later, that the contractor's facility is not operational, the contractor shall pay liquidated damages in the amount equal to the total difference in cost for the total number of residential slots stated in the Notice of Award and the cost to obtain that number of residential slots from another provider. For example, if the contractor was awarded 10 residential slots at a firm, fixed price of $50.00 per residential slot and another provider prices the residential slot for $60.00 the contractor would be required to pay damages in the amount of $100.00 for each twenty-four (24) hour period in which

the other provider provided the residential slots ([$60.00 - $50.00] X 10 residential slots = $100.00).

b. The contractor shall also agree and understand that such damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

c. The contractor shall understand that the damages described herein shall not be construed as a penalty.

d. The contractor shall agree and understand that all assessments of damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.19.8 The contractor shall agree and understand that funding is intended to support delivery of residential facility services and is not intended to support startup costs and research to achieve capacity to perform the services described herein. Additionally, the contractor shall agree and understand that funds shall not be used in any manner to replace or supplant funds of the contractor for any service included in the contract.

2.20 Other Contractual Requirements:

2.20.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP 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 state agency.

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 Division of Purchasing 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.

2.20.2 Contract Period - The original contract period shall be as stated on page one (1) of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof.

2.20.3 Renewal Periods - In the event the Division of Purchasing exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, except as stated herein in regard to pricing: All prices ***shall remain the same except as stated below***:

a. If additional funds are available for the renewal period, the Division of Purchasing shall provide the contractor with an opportunity to request an amount up to a specified maximum price through a contract amendment, subject to the maximum price stated on the Pricing Page, if any.

1) In no event shall the contractor be allowed price increases in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
2) If maximum prices are not stated on the Pricing Page, then the renewal prices shall remain the same as during the previous contract period.
3) If required by the Division of Purchasing, the contractor may be required to submit a price analysis or other justification for any price increase requested.

b. If additional funds are not available, the renewal prices shall remain the same as during the previous contract period.

c. If funds are reduced for the renewal period, the contractor will be advised of the applicable decrease for the renewal period. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted.

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

2.20.5 Transition:

a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency 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 state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

1) The contractor shall deliver, Free on Board (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 state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

3) The contractor shall not accept any new offenders on behalf of the state agency nor be paid for service to any new offenders by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for an offender are referred or transferred to another organization, the contractor shall furnish all records, case management plans, and recommendations, which are necessary to ensure continuity and consistency of care for the offender.

4) If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

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

- The decision to allow an offender to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

2.20.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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

2.20.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

a. Therefore, the contractor must have and maintain insurance in compliance with the following:

1) Liability Insurance – The contractor must have 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 loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services.

- The limits of liability for all types of liability coverage shall not be less than $2,000,000 per occurrence.
- The 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 alternate 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.

2) Crime Insurance - The contractor must have and maintain crime insurance in the minimum amount of $25,000.00 that shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's

personnel, acting alone or in collusion with others by virtue of the person's position or employment during the contract period. The insurance must name the State of Missouri as a loss payee. A Dishonesty Bond may be utilized in lieu of Crime Insurance provided the State of Missouri is named as a loss payee.

b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the general and other non-professional liability insurance naming the State of Missouri as an additional insured and for the crime insurance/Dishonesty Bond, naming the State of Missouri as a loss payee, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage.

c. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

2.20.8 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.

2.20.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

b. The Division of Purchasing 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 proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. 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 Division of Purchasing 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 certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

1) The contractor must obtain the written approval of the Division of Purchasing 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 Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at http://oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

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

2.20.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency or the Division of Purchasing throughout the effective period of the contract.

2.20.12 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 state agency.

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.

b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.20.13 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 state agency.

b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

c. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency 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/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

1) The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.

2) The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

2.20.14 Conflict of Interest - In accordance with the sections 105.452 and 105.454 RSMo., no official or employee of the state agency or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the services covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of

interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the state agency.

c. A state employee shall not be compensated under the contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

2.20.15 Contractor Equipment Use:

a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

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

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: https://missouribuys.mo.gov/bidboard.html.

a. The exhibits, forms, and Pricing Page provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal 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 proposals may be submitted in a notebook or binder.

b. The vendor should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

c. The vendor should provide two (2) copies of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The vendor should be sure to provide the password so that the State can access the documents. The vendor should ensure all media are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

3.1.3 Open Records - Pursuant to section 610.021, RSMo, the vendor's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing imaging system.

a. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid & Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

b. In preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

b. The signed page one (1) from the original RFP and all signed addendums should be placed at the beginning of the proposal.

c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

d. Each of the following sections should be titled and all material related to that category should be included therein.

The offeror is <u>strongly</u> encouraged to utilize the Exhibits or a similar format of the exhibit referenced herein.

1) Pricing Information –
   - Pricing Page

2) Experience and Reliability and Expertise of Personnel –
   - Exhibit A, Vendor Information
   - Exhibit B, Current/Prior Experience
   - Exhibit C, Expertise of Key Personnel
   - Exhibit D, Personnel Expertise Summary
   - Exhibit E, Descriptions/Qualifications of Positions

3) Method of Performance -
   - Exhibit F, Method of Performance
   - Exhibit G, Implementation or Readiness Plan
   - Exhibit H, Individual Personnel Percentage of Work Time
   - Exhibit I, Employee Expense Charged to Contract
   - Exhibit J, Budget/Price Analysis, including a budget justification

4) Minority Business Enterprise/Women Business Enterprise Participation/Preference for Organizations for the Blind Sheltered Workshops/Preference for Service-Disabled Veteran Enterprises (SDVEs) –
   - Exhibit K, Participation Commitment
   - Exhibit L, Documentation of Intent to Participate

5) Miscellaneous –
   - Exhibit M, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
   - Exhibit N, Miscellaneous Information
   - Business Compliance

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

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

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

3.2 Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.2.1 Negotiations may be conducted in person, in writing, or by telephone.

3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.

3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.2.4 The mandatory requirements of the Request for Proposal shall <u>not</u> be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best proposals.

[illegible]	[illegible]
Cost	85 points
Vendor's Experience and Reliability and Expertise of Personnel	70 points
Method of Performance	35 points
MBE/WBE Participation	10 points
TOTAL	**200 points**

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

3.3.3 The vendor is advised that the subjective evaluation of the proposal is based upon the proposal's substance and not the proposal's length.

3.3.4 The State of Missouri may conduct a tour of the vendor's residential facility(ies). All arrangements and scheduling shall be coordinated with the vendor by the Division of Purchasing. The information gathered from the tour of the vendor's residential facility may also be considered in the subjective evaluation.

3.3.5 The vendor is advised that all information submitted shall be subject to review to identify potential or possible duplication of services, personnel, fees, and/or any costs related thereto.

3.3.6 Separate evaluations shall be conducted by each geographic region for male residential slots and female residential slots for a total of five (5) separate evaluations.

3.3.7 Award of Contracts:

a. The State of Missouri shall award contracts to the lowest and best proposals as determined from the evaluation process described herein. However, because of the need for services throughout the State of Missouri and the limited funding available for services, the maximum number of male residential slots and maximum number of female residential slots awarded per geographic region shall be limited by the maximum number of residential slots identified in the following table:

Geographic Region	Maximum Male Residential Slots	Maximum Female Residential Slots
Eastern Region	No male slots needed at this time	25
Western Region	60	25
Statewide Region	25	15

b. After completion of the evaluation of the proposals as specified herein, the proposals shall be ranked in lowest and best order. The top ranked proposal shall be awarded the maximum number of residential slots specified by such vendor on the pricing page. If residential slots are still available, the second ranked vendor shall be awarded up to the maximum number of residential slots specified on the pricing page or up to the number of remaining residential slots, whichever is less, and the process shall continue with the third, fourth, etc. ranked vendor until the maximum residential slots, as specified above, have been awarded in each geographic region. If the maximum residential slots for the geographic region have already been awarded to a higher ranked vendor, then no additional awards shall be made in that geographic region regardless of the rank of the vendor. Exceptions/variations to this process are described below:

1) Exceptions to Rank:

- If after making initial award(s) to higher-ranked vendor(s), the remaining number of residential slots in the geographic region is not available to reach the minimum number of residential slots specified by the next-ranked vendor, then because of the need to fill the remaining number of residential slots in the geographic region, that vendor shall not be awarded any residential slots and awards shall continue with the next ranked vendor.

c. If the total number of residential slots is not awarded for a geographic region, the State of Missouri shall have the right to transfer the remaining residential slots to another geographic region. The decision regarding remaining residential slots rests solely with the State of Missouri.

d. The Notice of Award will specify the number of residential slots to be provided annually.

3.4 Evaluation of Cost:

3.4.1 Pricing – The vendor must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost –The cost evaluation shall be based on the sum of the price per residential slot stated on the Pricing Page for the original contract period plus the price for each potential contract period.

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation points (85)} = \text{Assigned Cost Points}$$

3.5 Evaluation of Vendor's Experience and Reliability and Expertise of Personnel:

The offeror is <u>strongly</u> encouraged to utilize the Exhibits or a similar format of the exhibit referenced herein.

3.5.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances related to the residential facility requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

a. Vendor Information - The vendor should provide information about the vendor's organization on Exhibit A.

b. Experience - The vendor should provide information related to previous and current services/contracts of the vendor or vendor's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

1) As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.

2) The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.

3.5.2 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated.

Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

a. Personnel Expertise - The vendor should provide the information requested on Exhibit C for each key person (residential facility director, chief financial officers, case managers, chief of security, and security personnel) proposed to provide the services required herein. If additional personnel resources are available, the vendor may provide information for such personnel by completing Exhibit D.

   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 RFP.
   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 vendor should provide detailed descriptions of the required employment qualifications on Exhibit E or another form; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor'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.

The offeror is <u>strongly</u> encouraged to utilize the Exhibits or a similar format of the exhibit referenced herein.

3.6.1 Description of Proposed Services - Exhibit F is provided for the vendor's use in providing information about the proposed method of performance.

3.6.2 Implementation or Readiness Plan - The vendor should complete Exhibit G, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. The vendor should present the information as calendar days following the effective date of the contract and not actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the vendor is already providing the services, the vendor should provide a statement of readiness.

3.6.3 Individual Personnel Percentage of Work Time - The vendor should complete Exhibit H, or any other format, for each geographic region proposed to describe the percentage of work time each key person will spend performing various duties. The percent of work time should be calculated utilizing the estimated number of man-hours per week for which the person is employed under the contract.

3.6.4 Employee Expense Charges to Contract - The vendor should submit Exhibit I, the Employee Expense Charges to Contract, for each geographic region proposed as applicable to each quoted firm, fixed price per residential slot. No cost attributed to another contract (including those with the State of Missouri) shall be chargeable under a contract resulting from this RFP nor shall such costs be utilized in the determination of the vendor's firm fixed price(s).

a. All information contained in the vendor's Employee Expense Charges to Contract may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.6.5 Budget/Price Analysis - The vendor should provide a budget or price analysis for the original contract period firm, fixed price per residential slot quoted on the Pricing Page for each geographic region proposed. Exhibit J is attached for the purpose of reflecting the vendor's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.

a. In the event of a discrepancy between the vendor's price breakdown and the Pricing Page, the Pricing Page shall govern.

b. All information contained in the vendor's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

Paragraph Revised by BAFO 001

3.6.6 Budget Justification - The vendor should provide a separate, detailed justification for each item listed in the budget. This includes the salary of each individual, hours worked, purpose of travel, supplies, etc., that will demonstrate how expenditures in each category contribute to the delivery of the program. The vendor may utilize Exhibit J to submit the budget justification.

3.7 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.7.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

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

b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.7.2 The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

a. <u>If Participation Meets Target:</u> Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

b. <u>If Participation Exceeds Target:</u> Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Vendor's Proposed MBE \% } \leq 10\% + \text{WBE \% } \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{array}{c}\text{Maximum}\\ \text{MBE/WBE}\\ \text{Participation}\\ \text{Evaluation points}\\ (10)\end{array} = \begin{array}{c}\text{Assigned}\\ \text{MBE/WBE}\\ \text{Participation}\\ \text{points}\end{array}$$

3.7.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

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

b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit L, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit L, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.7.5 Commitment – If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit K, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.6 Definition -- Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.7.7 Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

3.8 Miscellaneous Submittal Information:

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

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

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

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

- Participation Commitment - The vendor must complete Exhibit K, 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 vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of *Intent to Participate* – The vendor must either provide a properly completed Exhibit L, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP 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 RFP 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 vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit L, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:
http://dese.mo.gov/special-education/sheltered-workshops/directories

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
http://www.lhbindustries.com
http://www.alphapointe.org

d. Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit K, Participation Commitment, shall be interpreted as a contractual requirement.

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

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) In order to receive evaluation consideration for participation by an SDVE, the vendor <u>must</u> provide the following information with the proposal:

- Participation Commitment - The vendor must complete Exhibit K, 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 vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit L, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP 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 Purchasing, the vendor **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:

  a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit L, *Documentation of Intent to* Participate Form or provide a recently dated letter of intent.

  b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.
  http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf

b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit K, 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.

3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit M, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit M must be submitted prior to an award of a contract.

3.8.4 The vendor should complete and submit Exhibit N, Miscellaneous Information.

3.8.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

4. PRICING PAGE

4.1 Residential Facility Services –

a. Firm, Fixed Price Per Residential Slot - For each geographic region proposed, the vendor shall provide a firm, fixed price per residential slot (one bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by an offender) for the original contract period in the following table(s) for providing residential facility services in accordance with the provisions and requirements of this RFP. If proposing both male and female residential slots within a geographic region, the vendor's firm, fixed pricing for the original renewal periods shall not vary between gender. (UNSPSC Code: 85122103)

b. Renewal Option Pricing – For each geographic region proposed, the vendor must indicate in the following table(s) the maximum price per residential slot for the renewal option years. If a maximum price per residential slot is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same firm, fixed price per residential slot stated for the original contract period.

1) The vendor shall not quote a maximum increase to the price per residential slots that exceeds the following: First Renewal Period - 5% of the firm, fixed price per residential slot for the original contract period; Second Renewal Period - 10% of the firm, fixed price per residential slot for the original contract period; and Third Renewal Period - 15% of the firm, fixed price per residential slot for the original contract period.

2) If maximum price per residential slot is not quoted, then the renewal prices shall remain the same as during the previous contract period.

3) **Vendors are cautioned that pricing shall remain the same for the renewal options unless the state agency is appropriated additional funds for this service in which case the prices shall be pursuant to the applicable renewal option clauses of this document.**

c. Minimum and Maximum Residential Slots – For each geographic region proposed, the vendor must quote the minimum number of male residential slots and/or female residential slots and the maximum number of male residential slots and/or female residential slots for which the firm, fixed price per residential slot is applicable.

1) The vendor shall not submit multiple prices ("sliding scale") within a range of residential slots. A sliding scale shall not be accepted.

2) The vendor shall not quote less than the minimum number of residential slots or more than the maximum number of residential slots identified in the table(s) below. In the event the vendor does not quote a minimum, it shall be deemed to mean the minimum identified in the following applicable table. If the event the vendor does not quote a maximum, it should be deemed to mean the maximum number of residential slots identified in the following applicable table.

1. EASTERN REGION

ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT

Firm, Fixed Price Per Residential Slot: $_____ (Line item 1)

RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT

First Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 1)
(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)

Second Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 1)
(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)

Third Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 1)
(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)

PROPOSED NUMBER OF SLOTS

FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* female residential slots through a maximum of _____ *(must not quote more than 25)* female residential slots.

NOTE: No male residential slots are needed at this time.

2. WESTERN REGION

ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT

Firm, Fixed Price Per Residential Slot: $_____ (Line item 2)

RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT

First Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 2)
(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)

Second Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 2)
(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)

Third Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 2)
(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)

PROPOSED NUMBER OF SLOTS

MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* male residential slots through a maximum of _____ *(must not quote more than 60)* male residential slots.

FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* female residential slots through a maximum of _____ *(must not quote more than 25)* female residential slots.

3. STATEWIDE REGION

ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT

Firm, Fixed Price Per Residential Slot: $_____ (Line item 3)

RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT

First Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 3)
(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)

Second Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 3)
(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)

Third Renewal Period
Maximum Price Per Residential Slot: $_____ (Line item 3)
(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)

PROPOSED NUMBER OF SLOTS

MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* residential slots through a maximum of _____ *(must not quote more than 25)* residential slots.

FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* female residential slots through a maximum of _____ *(must not quote more than 15)* female residential slots.

EXHIBIT A

VENDOR INFORMATION

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

1. Provide a brief company history, including the founding date and number of years in business as currently constituted.

2. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

3. Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

4. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

5. 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 B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: _____
(if reference is for a Subcontractor):

Reference Information (Current/Prior Services Performed For):	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of vendor's total amount of business)	
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Vendor's specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

Title of Position: Residential Facility Director	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s) including the license/certification number(s), expiration date(s), if applicable:	
Specialized Training Completed.	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. 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
✓ Correctional Residential Facility	
✓ Counseling	
✓ Criminal Justice	
✓ Social Work	
✓ Other	

EXHIBIT C, continued

EXPERTISE OF KEY PERSONNEL

Title of Position: Chief Financial Officer	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s) including the license/certification number(s), expiration date(s), if applicable:	
Specialized Training Completed.	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. 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
✓ Correctional Residential Facility	
✓ Counseling	
✓ Criminal Justice	
✓ Social Work	
✓ Other	

EXHIBIT C, continued

EXPERTISE OF KEY PERSONNEL
(Copy and complete this table for each case manager proposed)

Title of Position: Case Manager	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s) including the license/certification number(s), expiration date(s), if applicable:	
Specialized Training Completed.	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. 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
✓ Correctional Residential Facility	
✓ Counseling	
✓ Criminal Justice	
✓ Social Work	
✓ Other	

EXHIBIT C, continued

EXPERTISE OF KEY PERSONNEL

Title of Position: Chief of Security	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s) including the license/certification number(s), expiration date(s), if applicable:	
Specialized Training Completed.	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. 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
✓ Correctional Residential Facility	
✓ Counseling	
✓ Criminal Justice	
✓ Social Work	
✓ Other	

EXHIBIT C, continued

EXPERTISE OF KEY PERSONNEL
(Copy and complete this table for each security person proposed)

Title of Position: Security Personnel	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s) including the license/certification number(s), expiration date(s), if applicable:	
Specialized Training Completed.	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. 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
✓ Correctional Residential Facility	
✓ Counseling	
✓ Criminal Justice	
✓ Social Work	
✓ Other	

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	

EXHIBIT E

DESCRIPTIONS/QUALIFICATIONS OF POSITIONS

Job Title:
Reports to (job title):
General Description:
Responsibilities:
Work Experience Requirements:
Education Requirements:

Exhibit Revised by Addendum 1

EXHIBIT F

METHOD OF PERFORMANCE

The vendor should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the vendor should specifically address each of the following issues:

1. **Length of Time for Program Implementation for Having an Operational Residential Facility:** The vendor shall indicate length of time required for program implementation, expressed as number of calendar days after state agency authorization to proceed with services, not to exceed 180 calendar days. In the event the vendor does not specify a number of calendar days, the state shall assume 180 calendar days. The vendor should also complete Exhibit H, Implementation Plan or Readiness plan.

   _____ Calendar Days

2. Identify the address of the proposed residential facility(ies).

3. For a residential facility(ies) that is proposed and/or not yet operational, submit maps, layouts, and handouts describing the site(s) and the adjoining neighborhood(s), and information on the bus service to the site, including schedules.

4. Provide floor plans for any operational or proposed residential facility(ies).
   - Describe all of the vendor's proposed buildings and equipment to be utilized for services.
   - Identify how the residential facility(ies) will provide sleeping arrangements.

5. Provide the following documentation or letter(s) of justification. If such documents are not provided, provide justification for not including with the proposal.

   5.1 Letter of approval of safe operation from appropriate jurisdictional fire marshal for the current fiscal year.

   5.2 Local health department inspection for the current fiscal year if required by the local jurisdiction. If not required by the local jurisdiction, provide official documentation from the local government stating it is not required and why it is not required.

   5.3 Copy of the most recent (less than three years old) local building code inspection or license demonstrating compliance, if the license requires an inspection.

   5.4 "Verification of Approved Zoning," (Attachment #1) or an official document from the local jurisdiction documenting the residential facility is not located in an unincorporated area of the county or within a city where the zoning has been designated for single-family residency use or occupancy.

   5.5 Copy of the most recent financial audit.

   5.6. Submit proof of ADAAG compliance.

6. Identify all daycare facilities or schools within 1000 feet, all public parks with playground equipment and public swimming pools within 500 feet of each proposed residential facility(ies).

7. Describe how the residential facility(ies) will provide a clean, safe, and healthy environment. In addition, describe the pest and rodent control inspection and fumigation plan. Provide a copy of the most recent inspection.

EXHIBIT F, continued

8. Describe the following within the residential facility(ies):

   8.1 Sleeping arrangements
   8.2 Furniture, furnishings and equipment
   8.3 Toilets, washbasins, and showers/shower bays/baths
   8.4 Laundry equipment
   8.5 Recreation
   8.6 Visiting area
   8.7 State agency office space

9. Provide a copy of, or describe the plan for developing a PREA standard operating procedure, to include:

   9.1 Medical and mental health advocacy services and emergency treatment services at no cost to the victim,;
   9.2 Procedure to prevent cross-gender strip searches, visual body searches and pat down searches,;
   9.3 Training curriculum; and
   9.4 Description of PREA protocols.

Paragraph Revised by Addendum 1

10. Describe the security policy, protocol, and process. *Identify the plan for providing a back-up administrative Chief of Security in the event of the administrative Chief of Security's absence.*

11. Describe procedures for meeting potential emergencies and disasters such as fires, natural disasters, and emergencies relating to the offenders and personnel.

12. Provide a detailed description how room checks will be conducted within the residential facility(ies) to ensure the safety of offenders and the integrity of programming.

13. Identify the plan for accountability of offenders.

14. Provide a copy of the house rules/resident handbook.

15. Identify the process for resolving complaints and grievances relating to the residential facility(ies).

16. Describe the following offender services:

   16.1 Interpretive Services/Special Requirements
   16.2 Orientation
   16.3 Personal property
   16.4 Linen and laundry services
   16.5 Food service and menu. The vendor should specifically address the plan for meeting special dietary needs especially those related to medical needs, such as diabetes and taking psychotropic medicines during times other than meal time.
   16.6 Food Preparation and Storage
   16.7 Visitation
   16.8 Drug testing and breath analysis
   16.9 Sign-In and Sign-Out
   16.10 Free time/pass procedures
   16.11 Health care
   16.12 Case management. Identify the case manager to offender ratio.
   16.13 Job development and maintenance
   16.14 Savings

17. Identify the plan for transportation to meet the needs of the offenders. If the proposed residential facility(ies) is not within 1/4 mile of a bus stop or other form of public transportation, the vendor should identify the proposed type of transportation and the transportation schedule. The vendor should provide the hours of operation of the public transportation.

EXHIBIT F, continued

18. Describe plans for recruiting and retaining a diverse staff.

19. Submit a personnel plan for each residential facility(ies). The personnel plan should list the various positions proposed, the number of personnel proposed for each of the positions, and, if known, the name of each person. The vendor should also provide job descriptions, Exhibit E, for each of the proposed positions. The job descriptions shall be tailored for uniform usage throughout all residential facilities and shall reflect lines of authority and reporting levels consistent with the provisions stated in Exhibit H, Individual Personnel Percentage of Work Time. (For purposes of this document, a Full Time Equivalent Employee (FTE) is equal to 2080 annual on-site work hours.) Additionally, the vendor should provide a sample one-month work schedule for each shift that includes titles of personnel positions and, if known, the names of the personnel.

20. Describe personnel policies and procedures for the residential facility(ies).

21. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The names/titles on the organizational chart should be consistent with the names/titles identified on Exhibits C, H, and I and the personnel plan.

    - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

    Along with a detailed organizational chart, the vendor should describe the following:

    - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

    - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.

22. Describe the training curriculum for security personnel and case managers.

23. Describe the method, protocol, and/or procedure for report delivery, and the provision of adequate time and attendance documentation.

24. Identify any specific reports to be utilized.

25. Plans for coordination between the vendor and the state agency on all program issues, from staffing and personnel issues to quality of care issues.

26. Describe all record keeping and billing methods including bookkeeping and auditing procedures and billing and fee collection systems.

27. Submit documentation or evidence of possessing multiple contracts which includes the contract number and whom the contract is with. If the personnel proposed are providing services for the existing contracts, identify by each individual the contract for which providing services and the percentage of personnel time, Exhibit H, for each contract for which assigned. Identify if and/or how the duplication of personnel will affect the performance of proposed services for the contract.

EXHIBIT F, continued

28. Discuss the methods to assist the offender in reintegration into the community. Identify and provide evidence of partnerships with organizations that will aid the offender in an array of assessed problem areas, actively participating in the reentry process, and working with the state agency on performance measures. Provide evidence of any established partnerships.

    28.1 Discuss the methods to utilize external resources for offenders referred to the residential facility(ies); including how linkage with those resources will meet offenders' needs in a timely manner, provide appropriate intervention, treatment and programming to correct problem areas, and provide continuity of care resources as it relates to the reentry process.

29. Identify provision of services by subcontract agencies, including the names and addresses of the agencies providing the services, as well as the specific types of services proposed.

30. Economic Impact to Missouri - The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:

    - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
    - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
    - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT G

IMPLEMENTATION OR READINESS PLAN

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

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

Proposed Geographic Region - Identify in the table below the proposed geographic region. If more than one geographic region is proposed, copy and complete this page for each proposed geographic region.

	Eastern Region		Western Region		Statewide Region

Task or Event	Completion Day	Assigned Personnel	Work-hours
State Agency Authorization to Proceed	1	N/A	N/A

EXHIBIT H

INDIVIDUAL PERSONNEL PERCENTAGE OF WORK TIME

Complete the following table showing the percentage of work time each key person will spend performing various duties under the contract. Calculate the percent of work utilizing the estimated number of man-hours per week for which the person is employed. Attach additional sheets as necessary.

Proposed Geographic Region - Identify in the table below the proposed geographic region. If more than one geographic region is proposed, copy and complete this page for each proposed geographic region.

	Eastern Region		Western Region		Statewide Region

NAME OF EMPLOYEE	JOB CLASSIFICATION	BASIC ASSIGNMENT	PERCENT OF WORK TIME PER WEEK UNDER THE CONTRACT	TOTAL HOURS PER WEEK UNDER THE CONTRACT
1. Example: John Doe	Security Officer	a. Accountability/Security b. Facility Inspection c. Collection of urine samples d. Reporting	a. 70% b. 15% c. 10% d. 5%	40 hours
2.		a. b. c. d. e.	a. b. c. d. e.	
3.		a. b. c. d. e.	a. b. c. d. e.	
4.		a. b. c. d. e.	a. b. c. d. e.	
5.		a. b. c. d. e.	a. b. c. d. e.	
6.		a. b. c. d. e.	a. b. c. d. e.	
7.		a. b. c. d. e.	a. b. c. d. e.	
8.		a. b. c. d. e.	a. b. c. d. e.	

EXHIBIT I

EMPLOYEE EXPENSE CHARGES TO CONTRACT

Complete the following table for each person whose time will be chargeable to the contract, if awarded.

Proposed Geographic Region - Identify in the table below the proposed geographic region. If more than one geographic region is proposed, copy and complete this page for each proposed geographic region.

	Eastern Region		Western Region		Statewide Region

A. NAME OF PERSON OR JOB DESCRIPTION IF VACANT	B. TOTAL ANNUAL SALARY OF THAT POSITION	C. % OF TIME CHARGED TO THE CONTRACT ON AN ANNUAL BASIS	D. TOTAL DOLLAR CHARGED TO THE CONTRACT ON AN ANNUAL BASIS
Example: John Doe	$60,000.00	50%	$30,000.00

Exhibit Revised by BAFO 001

EXHIBIT J

BUDGET/PRICE ANALYSIS

The vendor should complete the following table in sufficient detail for information regarding the services proposed

Proposed Geographic Region - Identify in the table below the proposed geographic region. If more than one geographic region is proposed, copy and complete this page for each proposed geographic region.

	Eastern Region		Western Region		Statewide Region

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list by classification and name, if known)			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
5.		$	$
6.		$	$
7.		$	$
Total Professional Personnel			$
Support Personnel (list by classification and name, if known)			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
Total Support Personnel			$
Travel Expenses (list)			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
Total Travel Expenses			$
Materials and Supplies (list)			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
Total Materials and Supplies			$
Other Components/Overhead (List)			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
Total Other Components/Overhead			$
Firm, Fixed Price Per Residential Slot (equals price on Pricing Page)			$

EXHIBIT J, continued

Paragraph Inserted by BAFO 001

4.1.2 The vendor should provide a separate, detailed justification for each item listed in the preceding budget in the table below or any other format.

Budget Categories	Detailed Justification
Professional Personnel (list by classification and name, if known)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
Support Personnel (list by classification and name, if known)	
1.	
2.	
3.	
4.	
Travel Expenses (list)	
1.	
2.	
3.	
4.	
Materials and Supplies (list)	
1.	
2.	
3.	
4.	
Other Components/Overhead (List)	
1.	
2.	
3.	
4.	

EXHIBIT K

PARTICIPATION COMMITMENT

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

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Place a check in the appropriate box below for gender of slots proposed in the geographic region proposed. There should only be ***ONE*** *gender box and ONE reographic region box checked. If proposing multiple* genders/geographic regions, copy and complete this Participation Commitment Exhibit for each proposed gender/geographic region.

Gender		
❑ Male	❑ Female	
Geographic Region		
❑ Eastern Region	❑ Western Region	❑ Statewide Region

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

EXHIBIT K, continued

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the vendor commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The vendor should also include the paragraph number(s) from the RFP 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.*
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

EXHIBIT K, continued

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

EXHIBIT L

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or 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 RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____

(Name of MBE, WBE, 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 Expiration Date:	(or attach copy of certification)
Service-Disabled Veteran's (SDV) Name: (Please Print)		SDV's Signature:	

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 (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

_____
Date (Dated no earlier than the RFP issuance date)

EXHIBIT L, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **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 vendor should check the appropriate statement below and, if applicable, provide the requested information.

❒ No, I have not previously submitted the SDV documents specified above to the Purchasing and therefore have enclosed the SDV documents.

❒ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been submitted to the Purchasing 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 Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

EXHIBIT M

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

☐ - I am a self-employed *individual* with no employees; **OR**

☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

_____ _____

Authorized Representative's Name (Please Print) *Authorized Representative's Signature*

_____ _____

Company Name (if applicable) Date

EXHIBIT M, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	

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

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

AND

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

AND

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

EXHIBIT M, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

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

Signature of Notary	*Date*

EXHIBIT M, 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. (Incomplete Box B and complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT N

MISCELLANEOUS INFORMATION

Prompt Payment Discount:

The offeror should specify below (1) the percentage of discount applied to the total invoice if payment by the state agency is prompt and (2) the maximum number of calendar days invoice must be paid to be considered prompt.

_____% discount if invoice is paid within maximum of _____ calendar days.

Outside United States:

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No ____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	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:

     _____

EXHIBIT N, continued

Employee/Conflict of Interest:

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

Registration of Business Name (if applicable) with the Missouri Secretary of State:

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

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

STATE OF MISSOURI
DIVISION OF PURCHASING

TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
b. **Addendum** means a written, official modification to an RFP.
c. **Amendment** means a written, official modification to a contract.
d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition.
n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end 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 operations of Purchasing.
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 Purchasing.
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 RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ .
f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued

should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. Purchasing reserves the right to reject any and all proposals.
g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
n. Any proposal 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).
o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
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 Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri 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 State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

a. 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 proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri 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 State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 10-19-15

Attachments

The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: https://missouribuys.mo.gov/bidboard.html.

ATTACHMENT 1

VERIFICATION OF APPROVED ZONING

Facility _____

Address _____

_____

City _____

County _____

Zoning Requirement of above-named facility _____.

I hereby attest that, in accordance with RSMo Chapter 217.430, paragraph 2, subparagraph (6), the_____ located at _____, is not located in an unincorporated area of the county or within a city where the zoning has been designated for single-family residency use or occupancy without prior approval of the governing body of the county or city.

_____	_____	___/___/___
Authorized Signature Of Zoning Official	Title	Date

_____	_____	___/___/___
Authorized Signature Of Provider	Title	Date

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION
PENETRATION/ NON-PENETRATION
EVENT CHECKLIST -
RESIDENTIAL FACILITIES

RESIDENTIAL FACILITY	DATE AND TIME REPORTED
FIRST RESPONDER (Name and Title)	HOW WAS THE ALLEGATION REPORTED? (Victim, staff, other offender, IIR/Grievance, etc.)
ALLEGATION REPORTED BY:	

ALLEGED VICTIM:	DOC NUMBER:	DATE / TIME OF INCIDENT:
DATE OF BIRTH:	RACE:	PREA Score:
LOCATION OF INCIDENT:		

ALLEGED PERPETRATOR:	DOC NUMBER:	
DATE OF BIRTH:	RACE:	PREA Score:

EVENT:

PROGRAM DIRECTOR RESPONSIBILITIES

PERSON TO BE NOTIFIED	PERSON NOTIFIED	DATE	TIME	PENETRATION EVENTS (92 hours or less)	PENETRATION EVENTS (or over 92 hours & NON PENETRATION EVENTS
CAO OF RESIDENTIAL FACILITY				Immediate	Immediate
LAW ENFORCEMENT (when applicable)				Immediate	Immediate when appropriate
EMERGENCY MEDICAL (only with penetration)				Immediate	Only with penetration events
MENTAL HEALTH PROVIDER				Immediate	Next business
CAO/DESIGNEE OF LIAISON DISTRICT OFFICE				Immediate	Next business
REGIONAL ADMINISTRATOR				Immediate	Next business
DEPARTMENT PREA COORDINATOR				Email	Email

FORENSIC EXAMINATION

LOCATION OF EXAMINATION	
DATE AND TIME CLIENT LEFT FACILITY	DATE AND TIME VICTIM RETURNED FROM FORENSIC EXAMINATION
SIGNATURE OF SHIFT COMMANDER / SHIFT SUPERVISOR	DATE

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

VICTIM:

1. Where did the incident or alleged incident occur?

☐ In the victim's room (if the victim and perpetrator share a room, count as the victim's room)

☐ In a dormitory or other multiple housing unit

☐ In a program service area (commissary, kitchen, storage, laundry, cafeteria, workshop)

☐ Outside the facility but on facility grounds

☐ Other - specify:

2. What time did the incident or alleged incident occur? (select all that apply)

☐ Morning (6 a.m. to noon)

☐ Afternoon (noon to 6 p.m.)

☐ Evening (6 p.m. to midnight)

☐ Overnight (midnight to 6 a.m.)

3. Number of victims or alleged victims involved in the incident? (If there were more than one victim please note additional victims' age, gender and race in the comment section)

4. Demographic information of victims or alleged victims: (If more than one victim please not additional demographic information in the comment section)

Age at the time of incident: Gender

Race / ethnic origin:

5. Did the victim or alleged victim sustain any physical injury during the incident? ☐ Yes ☐ No ☐ N/A

☐ Broken bones ☐ Internal injuries

☐ Anal or vaginal tearing ☐ Knocked unconscious

☐ Chipped or knocked out teeth ☐ Bruises, black eye, sprains, cuts, scratches, swelling, welts

☐ Other - specify:

6. If the victim or alleged victim received injuries, did the victim receive medical treatment for the injuries?

☐ Yes ☐ No ☐ N/A

7. Who reported the incident or alleged incident? (select all that apply)

☐ Victim ☐ Medical or Mental Health staff member

☐ Another offender (non-victim) ☐ Instructor or Teacher

☐ Family of victim ☐ Counselor

☐ Residential staff member ☐ Other - specify:

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

VICTIM (CONTINUED)

8. After the incident was reported, was the victim or alleged victim: (select all that apply)

- ☐ Given a medical examination
- ☐ Administered a rape kit
- ☐ Tested for HIV / AIDS
- ☐ Tested for other sexually transmitted diseases
- ☐ Provided with counseling or mental health treatment
- ☐ None of the above

9. Are medical records pertaining to this incident included with the file material attached in the master report folder?

☐ Yes ☐ No ☐ N/A

TYPE OF OFFENDER SEXUAL VIOLENCE

- ☐ Offender on Offender
  - ☐ Non-consensual Sexual Acts
  - ☐ Abuse Sexual Contact
- ☐ Staff Member on Offender
  - ☐ Sexual Misconduct
  - ☐ Sexual Harassment

OFFENDER-ON-OFFENDER SEXUAL VIOLENCE

1. How many perpetrators or alleged perpetrators were involved in the incident? (If there were more than one perpetrator, please note additional perpetrators' age, gender and race in the comment section) [ ]
2. What was the alleged perpetrator's gender? ☐ Female ☐ Male
3. Demographic information of perpetrator:

   Age at the time of incident: [ ] Gender [ ]

   Race or ethnic origin: [ ]
4. What was the nature of the incident or alleged incident? (select all that apply)

   - ☐ Voluntary sexual contact between adults
   - ☐ Unwanted touching for sexual gratification
   - ☐ Pressure or coercion (without force) resulting in a non-consensual sexual act
   - ☐ Physical force (or the threat of force) resulting in a non-consensual sexual act
5. What type of pressure or physical force was used by the perpetrator or alleged perpetrator on the victim? (select all that apply)

   - ☐ Persuasion or talked into sexual activity
   - ☐ Bribery or blackmail
   - ☐ Gave victim drugs or alcohol
   - ☐ Offered protection from other offenders
   - ☐ Threatened with physical harm
   - ☐ Physically held victim down or restrained in some way
   - ☐ Physically harmed or injured victim
   - ☐ Threatened with a weapon
   - ☐ Other - specific: [ ]
   - ☐ None

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

STAFF MEMBER ON OFFENDER SEXUAL MISCONDUCT AND HARASSMENT

1. **What was the nature of the incident or alleged incident? (select all that apply)**

   - ☐ Physical force resulting in a non-consensual sexual act
   - ☐ Pressure or abuse of power resulting in a non-consensual sexual act
   - ☐ Indecent exposure, invasion of privacy, or voyeurism for sexual gratification
   - ☐ Unwanted touching for sexual gratification
   - ☐ Sexual harassment or repeated verbal statements of a sexual nature by staff member
   - ☐ Sexual relationship between offender and staff member that appeared to be willing
   - ☐ Level of coercion unknown
   - ☐ Other - specify: _____

2. **How many staff members were involved or alleged to have been involved in the incident?** (If more than one staff member was *involved in the incident note staff member demographics in the comment section)*

   _____

3. **Demographic information of staff members involved or alleged to have been involved in the incident:**

   Age at the time of incident: _____ Gender: _____

   Race / ethnic origin: _____

4. **Which of the following describes the staff member that was involved or alleged to have been involved in the incident: (select all that apply)**

   - ☐ Full or part-time paid employee
   - ☐ Contracted employee or vendor
   - ☐ Volunteer or intern
   - ☐ Other - specify: _____

5. **What was the primary position description of the staff member involved or alleged to have been involved in the incident? (select all that apply)**

   - ☐ Administrator
   - ☐ Supervision staff member
   - ☐ Clerical including secretaries, clerks, receptionists, and other administrative support
   - ☐ Maintenance and other facility support staff members, including grounds keepers, janitors, cooks, and drivers
   - ☐ Education staff members, including instructors, teachers, librarians, and education assistants
   - ☐ Other program staff members
   - ☐ Other - specify: _____

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

COMMENTS:

INFORMATION:

Offender Sexual Abuse includes the following

1. Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident; and
2. Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer.

Offender on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Staff Member on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the offender, detainee, or resident.

1. Contact between the penis and vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

INFORMATION (CONTINUED):

Staff Member on Offender Sexual Abuse (continued):

5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs 1 through 5 of this definition;

7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an offender, detainee, or resident, and

8. Voyeurism by a staff member, contractor, or volunteer which is an invasion of privacy of an offender, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an offender who is using a toilet in his or her cell to perform bodily functions; requiring an offender to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an offender's naked body or of an offender performing bodily functions.

Offender Sexual Harassment:

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender, detainee, or resident directed toward another; and

2. Repeated verbal comments or gestures of a sexual nature to an offender, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

***It is required to notify emergency medical personnel by phone for all allegations of sexual penetration defined as a sexual activity that involves the entry into the vagina, anus, and/or mouth, however slight, with a body part or an object. All other allegations of sexual abuse will be investigated and forwarded to the Chief Administrative Officer of the liaison district.**

ATTACHMENT 3

MONTHLY FIRE / TORNADO DRILL REPORT

Facility_____ Type of Test ___ Fire ___Tornado

Date of Test _____/_____/_____ Time of Test _____/_____/_____

Staff present and participating _____

All in-house residents participated ___yes ___no

If no, explain _____

_____

_____

Type of warning device utilized to call drill

Manual _____ Automatic _____ Bell _____ Verbal _____ Intercom/Speaker _____ Other _____

Emergency Lightening Operational _____yes _____no

Were all exit lights illuminated _____yes _____no

FIRE/TORNADO DRILL

1. Were fire extinguishers / smoke alarms served to confirm operational status ___yes ___no
2. Were fire routes posted ___yes ___no
3. Was roll taken at assembly point ___yes ___no
4. Total time for complete evacuation _____ minutes
5. Note any problems encountered or identified _____

_____

_____

ANNUAL EMERGENCY DRILL

Date of Test _____/_____/_____ Time of Test _____/_____/_____

Staff present and participating _____

Type of Annual Drill Conducted

_____ Attempted suicide

_____ Carbon monoxide poisoning

_____ Death

_____ Flooding

_____ Medical emergency

_____ Bomb threats

_____ Collection, control and testing of suspected illegal contraband

_____ Earthquakes

_____ Hazardous material/chemical spill

_____ Hostage situation and Riot disorder

Staff Signature_____ Reviewed By _____ Date ___/___/___

ATTACHMENT 4

Warrant Checklist

Before declaring a resident an "absconder" and contacting the Department Command Center in Jefferson City, the following places/institutions must be first searched or contacted. Please initial and indicated the time the following contacts were made.

Offender Name _____ **Date**_____ **Time** _____**am/pm**

Employee Initials	Time	Place/Institution
_____	_____	Visually witness offender depart facility without authorization. Sign In/Sign Out log checked
_____	_____	Time of scheduled return:_____
_____	_____	Facility checked including outside grounds
_____	_____	Call to report to front desk
_____	_____	Call to reported destination_____
_____	_____	Call to employer (during employer business hours)
_____	_____	Call to identified support system (family, significant others, etc.)
_____	_____	Check with county detention center
_____	_____	Check with Local/municipal detention centers
_____	_____	Check with offender's emergency contact number (local only)
_____	_____	Emergency Room check (must check all in area)
_____	_____	Time determined an absconder_____
_____	_____	Warrant approval by _____
_____	_____	Call to Command Center (800-816-8199) Time_____

ATTACHMENT 5

OFFENDER COMPLAINT

If additional information is needed – attach to this form.

Offender Name_____ Number_____

Supervising officer_____ Date _____/_____/_____

OFFENDER COMPLAINT:

Offender Signature_____ Date ____/____/____

FACILITY PROGRAM DIRECTOR RESPONSE

Date Received ____/____/____ Date Reviewed ____/____/____

Director's Signature_____

I accept the decision made on ___/___/___ Offender Signature_____
(date)

I wish to appeal the decision made on ____/____/____ Offender Signature_____
(date)

STATE AGENCY REPRESENTATIVE RESPONSE

Date Received ____/____/____ Date Reviewed ____/___/___

Signature_____

I have received and reviewed the response of the Department on _____/_____/_____ (date)

Offender Signature _____

ATTACHMENT 6

INTAKE CONFIRMATION

Date of Arrival ____/____/____ Date Orientation Completed ___/____/____

I have read or have had read to me the rules under which I am expected to abide by while a resident of _____. I have been given the opportunity to ask any questions regarding these rules and understand the possible consequences if I fail to abide by these rules.

My initials and signature below verify that I understand the following:

1. The Emergency Procedures (tornado, fire, etc.) _____
2. Program Expectations _____
3. Complaint Procedures _____
4. Medical Procedures
   - Responsibility for expenses _____
   - Standards on medications _____
   - Medical Resources/Addresses _____
5. Savings _____
6. Pass/Free Time Procedures _____
7. Meals/Sack Lunch Procedures _____
8. Absconder Warrant Process _____
9. Censored Materials Rules _____
10. Participated in Facility Tour by staff person _____
11. Rule book

I have been assigned _____ as a case manager and _____ as a Probation and Parole officer.

Resident's Signature_____ Date_____

Staff Member's Signature_____ Date_____

Attachment Revised by Addendum 1

ATTACHMENT 7

Disposition and Release of Personal Property

Offender Name_____ **DOC Number** _____

(Release of Property)

In the event of my discharge from the residential housing facility, I understand that every attempt will be made to release my personal property to the person listed below.

Further, I understand that if my contacts listed do not pick up my property within 30 calendar days it will be disposed of by the residential facility.

Release to:

Name _____Relationship _____

Address _____

Telephone number _____Alternate Telephone Number _____

Alternate Contact for release

Name _____ Relationship _____

Address _____

Telephone Number _____Alternate Telephone Number _____

(Release of Money)

In the event that I abscond from my assigned residential housing facility, I understand that all monies shall be considered *forfeited and sent to MO Department of Corrections, attn: Offender Finance.*

In the event I am in custody for reasons other than absconding, I understand that all monies shall be forwarded to me.

Offender Signature _____ Date _____

Witness _____ Date _____

ATTACHMENT 8

Consent for Release of Confidential Information

Offender Name:_____ **Number:**_____

I, _____, a participant in _____
_____, hereby give consent for the release of all information relative to my program participation including but not limited to: progress; work place and performance; violations; attitude; behavior; dates of treatment; nature of discharge; social history; community involvement; drug, alcohol or other treatment; problems; breathalyzer testing; drug test result; medical care and treatment; mental health care and treatment; and any information that would affect my successful reintegration into the community), to the Missouri Department of Corrections, Division of Probation and Parole.

I understand this consent will expire one year from the signing date, unless I revoke my consent for release of information earlier.

Offender Signature_____ Date_____

Witness Signature_____ Date_____

Attachment 9

RESIDENTIAL FACILITY PROPERTY INVENTORY

Offender Name _____ Number _____ Entry Date ___/___/___

Inventory Changes Date(s)	Offender Initials	Staff Initials
___/___/___	_____	_____
___/___/___	_____	_____
___/___/___	_____	_____

I= Initial Item **A= Added Item** **R= Removed Item**

Amount	Item	Amount	Item

I verify that this is all of my personal property. I understand that I must update my inventory list if I add or remove any items from the residential facility.

Offender Signature _____ Date ___/___/___

Witness _____ Date ___/___/___

Attachment 10

DRUG TESTING LOG

__Random
__Targeted

Month_____ 20____

OFFENDER NAME	OFFENDER NUMBER	DATE SUBMITTED	DATE RETURNED	RESULTS

ATTACHMENT 11

SIGN-IN/SIGN-OUT LOG

RESIDENT'S NAME_____ _____ I.D. #_____ _____ to _____

WORK/JOB SEARCH			DEPARTURE		EXPECTED RETURN			EXTENSION		ACTUAL RETURN				
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INIT.	RESIDENT'S SIGNATURE

PASS/FREE TIME			DEPARTURE		EXPECTED RETURN			EXTENSION		ACTUAL RETURN				
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INIT.	RESIDENT'S SIGNATURE

COMMENTS:

CASE MANAGER:_____ _____ _____ RESIDENT'S NAME_____ ROOM #:_____

PASS REQUEST

Offender Name_____ Number_____ Date ___/___/___

I request approval for a pass during the following period. I will stay at the address listed and the person(s) with whom I am staying will know my whereabouts at all times. I will remain at my overnight pass destination specifically between the hours of 10 p.m. and 6 a.m. each and everyday unless special permission is granted to do otherwise. I understand that violation of these conditions may result in cancellation of the pass and disciplinary action. I also understand that I may be contacted at anytime while on pass to verify my presence at the location or to be requested to return to the facility.

PASS BEGINS AT _____:_____ a.m. / p.m. On (day)_____ (date) ___/___/___

PASS ENDS AT _____:_____ a.m. / p.m. On (day)_____ (date) ___/___/___

TOTAL PASS HOURS _____

DESTINATION

Name_____ Relationship_____

Address_____City_____ Telephone ( )_____

Currently Employed Yes___ No___ Hours weekly ____ Date of Last Paycheck ___/___/___

Resident's Signature_____

Pass Recommended by_____(Case Manager)

Approved by _____(Probation and parole officer)

(Liaison Signature Required if over 3 hours)

SIGN OUT: Resident's Signature_____

Date ____/____/____ Time _____:_____ a.m./p.m. Staff Signature_____

SIGN IN: Resident's Signature_____

Date ____/____/____ Time _____:_____ a.m./ p.m. Staff Signature_____

Contacts (Include date and time)_____

_____

_____

_____

Staff Signature_____

ATTACHMENT 13

Offender Medication Log

Offender Name_____ **Case Manager**_____

Name of Medication	Dose	Date/Time	Amount Remaining	Offender Initials	Staff Initials	Comments

ATTACHMENT 14

REDUCTION/WAIVER OF SAVINGS

OFFENDER NAME: _____ **DOC Number**_____

The above individual is allowed to reduce / waive savings for the pay period ending ___/___/___ as determined by department representatives:

___ Savings waived entirely

___ Offender is to pay savings but must retain $15.00 for employment purposes

___ Other _____

The justification for this determination is:

_____

_____

_____

Probation and parole officer signature _____ Date ____/____/____

CC: File

Monthly Billing and Invoice

Offender DOC file
Contract Manager Offender File

ATTACHMENT 15

REQUEST FOR SAVINGS WITHDRAWAL

Date:_____

Offender Name:_____

Employment:

Employed: _____yes _____no

Company Name_____

Amount in Savings:_____ Amount Requested:_____

Balance after withdrawal:_____

Reason for the request:_____

_____

_____

Offender Signature:_____

Approved: _____ Denied: _____

Reason for Denial: _____

Case Manager Signature:_____ Date: _____

Probation/Parole Officer Signature:_____

ATTACHMENT 16

REQUEST TO OPERATE A MOTOR VEHICLE

Offenders May be granted authority to possess and drive a motor vehicle while at the residential housing facility if advance written approval is provided by the state agency pursuant to criteria.

I hereby request permission to operate a motor vehicle for the following reasons:

_____

_____

_____

I understand that if permission is granted, it will be a privilege; and abuse of the privilege will result in the immediate termination of my driving privileges and could result in my return to the Missouri Department of Corrections.

Offender Signature_____Date____/____/____

Witness _____Date____/____/____

VEHICLE/ OPERATOR'S INFORMATION

Operator's License Number _____ Expiration Date ____/____/___

Insurance Company _____ Expiration Date ____/____/___

Owner of Vehicle _____
License Plate Number _____

Offender must provide proof of liability insurance with application. A copy of the insurance face sheet, driver's or chauffeur license (both sides) must accompany this report.

DEPARTMENT APPROVAL / DENIAL

Approved _____ Denied _____

Department of Corrections Representative Signature _____

Date _____/_____/_____

ATTACHMENT 17

AUTHORIZATON FOR RELEASE OF INFORMATION
(Employee)

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Department of Corrections, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the State of Missouri, Department of Corrections, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri, Department of Corrections, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Corrections, and all other persons, firms, corporations and institutions supplying the above requested information.

_____ _____
Applicant's Name (Please Print) Date

_____ _____
Applicant's Signature Birth date

_____
Applicant's Social Security Number

ATTACHMENT 18

STATE OF MISSOURI/DEPARTMENT OF CORRECTIONS

CONFIDENTIALITY OATH

I will not reveal the condition or affairs of any person, firm or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

_____
Signature of Employee/Agent

_____
Witness

_____
Date

ATTACHMENT 19

__Supplemental

VIOLATION REPORT

FACILITY:_____ REPORTING PARTY _____

RESIDENT:_____ CASE MANAGER:_____ P.O._____

NUMBER: _____ STATUS: PAROLEE _____ CR____ PROB____ INTERSTATE ONLY _____

NATURE OF VIOLATION

ARREST: Arresting Authority: _____ Date: __/__/__ Charge: _____
DRUG USE: Results: (+ / -) Substance:_____ Date Sample Taken: __/__/__ Date Returned: __/__/__

ALCOHOL USE: Breathalyzer Reading _____% Date Tested: __/__/__ Time: ____:____ a.m. / p.m.

AWOL:

Date Resident left facility: __/__/__ Time: ____:____ a.m. / p.m.

Status when resident left facility AWOL___ PASS___ EMPLOYMENT__ OTHER___

Scheduled Return: Date: __/__/__ Time: ____:____ a.m./ p.m.

Actual Return Time: Date: __/__/__ Time: ____:____ a.m. / p.m.

TOTAL TIME AWOL: Hours _____ Minutes _____

COMMENTS:

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

OTHER VIOLATIONS:

Nature of Violation _____

Date / Time of Occurrence ___/___/___; ____:____ a.m./ p.m.

EXPLANATION

_____

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

VIOLATION INTERVIEW

(If necessary, submit supplemental report after interview is conducted)

Date of Interview: ___/___/___ Time of Interview: ____:____ a.m. / p.m.

****RESIDENT MUST BE INFORMED HIS/HER RESPONSES MAY BE PROVIDED TO THE COURT/PAROLE BOARD**

RESIDENT'S RESPONSE

_____

_____

ACTION PLAN/CONSEQUENCES/RECOMMENDATION

_____

_____

Resident Signature _____ Witness _____

Submitted by _____ Date/ Time Submitted to P.O. __/__/__ ___:___ a.m./p.m.

ATTACHMENT 20

INCIDENT REPORT

FACILITY_____REPORTING PARTY _____

NATURE OF INCIDENT: _____

_____

_____

Resident (s) Involved/Affected _____

Time of Occurrence _____:_____ a.m. / p.m. Date ____/____/____

Staff were first aware of Incident Date ___/___/____ Time ___:___ a.m./p.m.

INJURED PARTIES: _____

Ambulance Summoned yes___ no__

Fire Department Summoned yes___ no__

Police Summoned yes___ no__ Police Report #_____

Nature/Status of Injury/Illness _____

Location of Injured parties at the time of report_____

CIRCUMSTANCES _____

_____

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

NAME OF WITNESS(ES)_____

SUMMARIZED STATEMENT _____

_____

_____

_____

_____

DOC VERBALLY NOTIFIED DATE ____/____/____ Time _____:_____ a.m. / p.m.

Name of Facility Staff person verbally notifying DOC _____

Name of DOC staff notified _____

SUBMITTED BY _____ DATE _____

ATTACHMENT 21

SAMPLE RESIDENTIAL INVOICE FORMAT

Submit To: Missouri Department of Corrections
Attn: _____
P.O. Box 236
Jefferson City, MO 65102

Provider: *(Provider Name, Address, Contact Person, & Telephone Number)*

Invoice Number:

Contract: *(Contract #)*

Service Period: *(Month, Year)*

PART I – TOTAL NUMBER OF AWARDED RESIDENTIAL HOUSING SLOTS FOR THE INVOICE PERIOD:

A. Number of Residential Slots Awarded	x	B. Number of Days in Month/Invoice Period	=	C. Total Number of Awarded Residential Slots for the Invoice Period
	x		=	

PART II – MAXIMUM SLOT OVERAGE ALLOWED:

A. Total Number of Awarded Residential Slots for the Invoice Period (Part I, C)	x	B. 10% (.10)	=	C. Maximum Slot Overage Allowed
	x	.10	=	

PART III – INVOICE TOTAL DOLLAR AMOUNT:

A. Total Number of Awarded Residential Slots for the Invoice Period (Part I, C)	+	B. Slot Overage (Must be less than or equal to the Maximum Slot Overage Allowed (Part II, C)	x	C. Firm, Fixed Unit Price Per Residential Slot as Stated on the Pricing Page of the Contract	=	D. Invoice Total Dollar Amount
	+		x		=	

Signature_____ Date_____

STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS

PROVIDER SERVICES

Attachment 22

MONTH/YEAR	PAGE OF

NAME OF PROVIDER:	ADDRESS:
TYPE OF SERVICE PROVIDED:	MONTHLY CONTRACTED AMOUNT: $

A. OFFENDER NAME	B. DOC NUMBER	C. REFERRAL CODE	D. DATE ENTERED	E. ACTUAL RELEASE DATE	F. 15TH DAY OR DAY EMPLOYED	G. TOTAL NUMBER OF DAYS	H. NUMBER OF DAYS OFFENDER FEES ASSESSED (if applicable)	I. TOTAL OFFENDER FEES REMITTED (if applicable)

TOTAL MONTHLY UNITS CONTRACTED FOR: (ACTUAL DAYS IN THE MONTH X TOTAL SLOTS CONTRACTED)		CERTIFICATION SIGNATURE & DATE, FACILITY DIRECTOR
LESS: TOTAL NUMBER OF UNITS SERVED: (COLUMN G)		
TOTAL NUMBER OF UNITS OVER/UNDERUTILIZED		AGENCY CERTIFICATION SIGNATURE & DATE
CHECK TRANSMITTAL NUMBER (ATTACH CHECK)		