



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

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901701492
TITLE: Pre and Post-Release Reentry Services
ISSUE DATE:

REQ NO.: NR 931 YYY17708377
BUYER: Stacia Dawson
PHONE NO.: (573) 522-3052
E-MAIL: Stacia.Dawson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 7/19/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.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)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

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

CONTRACT PERIOD: Effective Date of Contract through June 30, 2018

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

Missouri Department of Corrections
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) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

ADDENDUM #01 to RFPS30034901701492

TITLE: Pre and Post-Release Reentry Services

CONTRACT PERIOD: Effective Date of Contract through June 30, 2018

RFPS30034901701492 is hereby revised as follows:

1. The following paragraphs in RFPS30034901701492 contain changes:

2.1.2 c.

2.1.2 d.

3.6.3 c.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>.

Please follow these steps to conduct a comparison review of 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). Click **Close** to return to the **Overview** page.

Note: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

Please follow these steps to accept the addendum document(s):

1. If you have not accepted the original solicitation document, go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s), then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s), then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to *your solicitation response* and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.

8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901701492
TITLE: Pre and Post-Release Reentry Services
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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.

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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.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

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

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

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

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- 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.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
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 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of pre and post-release reentry services as set forth herein.
- 1.1.2 Organization - 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 Page(s)
 - 5) Exhibits A - L
 - 6) Terms and Conditions
 - 7) Attachment 1 - The vendor is advised that an attachment exists to this document which provides additional information and instruction. The attachment is a separate link that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuy.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachment. 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 attachment.

1.2 Background Information:

- 1.2.1 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 improve public safety. A map of the regions of the Missouri Pre and Post Reentry Services is provided as Attachment 1.
- 1.2.2 The Department of Corrections intends to establish pre and post-release reentry services at the following institutions:
- a. Tipton Correctional Center (TCC) - is a 1,252 bed, adult, male, minimum security correctional center located approximately forty miles west of Jefferson City, Missouri. It employs approximately 335 full time employees, to include contracted staff. The facility incorporates a large community work release program, a 300 seat high school equivalency program, an M-4 level medical unit, an Enhanced Care Unit for offenders requiring assistance in daily living, a Missouri Vocational Enterprise factory, and a 96 bed Administrative Segregation Unit. The newer section of the campus, which houses

approximately 924 offenders, is ADA accessible. In 2016, TCC had an average of 59 offenders released to supervision each month.

- 1) Services offered at TCC include: High School Equivalency, Anger Management, Impact of Crime on Victims, Pathways to Change, Community Work Release, Restorative Justice, Alcoholics Anonymous, Toastmasters, Adult Education and Literacy, Employability Skills, Inside Out Dads (Faith Based or other), Vocational Education - Manufacturing Technology, Pre-release Program - Probation & Parole Storylink, Narcotics Anonymous, Puppies for Parole, and Missouri Vocational Enterprises - office chair factory.
- b. Western Reception Diagnostic and Correctional Center (WRDCC) - originally a satellite of the Western Missouri Correctional Center, was established in 1993 to aid in combating that year's great flood. One building on the grounds of the St. Joseph State Hospital was utilized to house the minimum security offenders who aided the community with the massive devastation left by the flood. In 1994, the Park Building Treatment Center became operational; again utilizing a building formally occupied by the St. Joseph State Hospital. The facility, as it now exists, was approved for construction in 1996. The total acreage of WRDCC is 168 acres, 71 of which are located within the secured perimeter. The current complex has an official capacity of 1,980 beds and is comprised of three major components: the reception and diagnostic center, a treatment center, and general population housing units. In 2016, WRDCC had an average of 268 offenders released to supervision each month.
- 1) Currently, WRDCC has 293 offenders who are housed in the Transitional Housing Unit (THU). The THU maintains a resource room that is open to these offenders, or any offender in our General Population. This resource room provides information, gathered by staff, on related topics such as education and housing. The resources are updated when new information is received by staff or when a new resource is found. While assigned to this unit, the case managers work with the offenders on items identified by their Transitional Accountability Plan as liabilities such as no job, transportation needs, or housing. Staff provide assistance looking up information such as addresses for possible job leads, housing that will accept ex-offenders, educational opportunities in the area where they will be released, and medical or mental health clinics in the area to address the offender's needs. Offenders are assisted with obtaining birth certificates, identification cards, and social security benefits if needed. Offenders attend cognitive classes such as Pathways to Change, Impact of Crime on Victims, and Anger Management. Staff also assist offenders with resume writing and work with the offenders to provide information on gaps of employment, ways to better word job experiences, or just how to complete a resume.
 - 2) Located on one of the wings in the THU is the Therapeutic Community program. On this wing, offenders attend classes, do Restorative Justice programming, and volunteer their time to the institution. This assists them in changing their mindset of giving back to their community once released.
- c. Northeast Correctional Center (NECC) - is a minimum/medium institution with a maximum population capacity of 2,106 offenders. NECC is designated as a handicapped institution and accommodates offenders with all levels of medical scores. There is a 10-bed Transitional Care Unit in the medical unit. NECC also has a 62-bed mobility impaired substance abuse treatment unit. NECC accepts offenders with mental health scores of MH1-MH4. (Definitions for mental health score can be found in section 1.4, Definitions.) The Department currently has 355 MH-3 offenders and 18 MH-4 offenders at NECC. Contracted mental health personnel provide individual and group counseling. In 2016, NECC had an average of 56 offenders released to supervision each month.
- 1) NECC offers education classes to offenders seeking their High School Equivalency degree. Education staff deliver education services to offenders in the protective custody and substance abuse treatment units. NECC offers five (5) vocational programs which include automotive technology, building trades, professional gardening, manufacturing, and professional truck driving. NECC has a small work release crew of 10 or fewer offenders who work in the

community. NECC currently has a Missouri Vocational Enterprises (MVE) panel factory which is scheduled to transition to an industrial laundry facility later in the year.

- 2) NECC has eleven (11) housing units. This includes one 192-bed administrative segregation unit, one housing unit in which two wings (100 beds) are designated for protective custody offenders, and one housing unit in which two (2) wings (120 beds) are designated for newly transferred offenders to NECC.
 - 3) The Transitional Housing Unit (THU) shares a building with the mobility impaired substance abuse program offenders. Offenders are typically assigned to the THU when they are around 60-90 days away from a scheduled release date. Upon being assigned to the unit, classification staff in the unit meet with offenders to review/update each offender's Transitional Accountability Plan to identify what they need help with in planning the upcoming releases. There is a resource room available to THU offenders to afford offenders an opportunity to research things for their releases. Staff in the THU assist offenders with obtaining state identification (birth certificates), Medicaid applications, SSI packets, home plans, employment searches, and where to find services for such things as substance abuse and mental health. Other programming available to all offenders include Pathways to Change, Impact of Crime on Victims, Criminal Thinking, Long Distance Dads, and Employability Skills. Reentry services for offenders in protective custody unit are delivered by the classification staff in that unit.
 - 4) The following agencies have partnered with NECC to provide service to THU offenders: Division of Workforce Development, Veteran's Affairs, Child Support Enforcement, and a group from St. Louis that travels to the institution to help THU offenders begin the process for food stamps prior to release.
- d. Farmington Correctional Center (FCC) - is a male institution that houses medium to medium-maximum security offenders, the Sex Offender Assessment Unit, the Missouri Sex Offender Program, the Social Rehabilitation Unit for mentally ill/disordered offenders whose level of psychosocial functioning is impaired as to require a sheltered corrections housing unit, the Correctional Treatment Center for chronically mentally ill offenders who require moderate to long-term care with medication maintenance and monitoring, offenders participating in short and long-term substance abuse treatment, and the Juvenile Unit for male offenders under the age of 18. The facility has an operating capacity of 2,655 offenders. In 2016, FCC had an average of 131 offenders released to supervision each month.
- 1) The FCC has designated Housing Unit #8 as the Transitional Housing Unit (THU) as part of the Missouri Reentry Process (MRP). This is a 200 bed housing unit that houses offenders who are approximately six (6) months away from returning to society. The Housing Unit consists of a Unit Manager, two (2) Case Manager II's, a Case Manager III, an Institutional Parole Officer (IPO), an Office Support Assistant - Keyboards (OSA-K), two (2) Sergeants (COII), and twelve (12) Correctional Officers (COI). The staff work in concert to ensure the THU offenders receive a treatment plan for the last six (6) months of their incarceration and after release. Some of the goals that are set and accomplished are the completion of self-help programs, receiving a birth certificate, Missouri identification card, contract with the Division of Workforce Development, Social Security Administration, and the Department of Social Services Division of Family Services, employment, and housing.

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

1.2.4 A similar contract for Offender Reentry Services exists in Kansas City. A copy of the contract 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 B3Z15201 or the contract number C315201001 when searching for these documents.

- 1.2.5 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.

1.3 Budget:

- 1.3.1 The Department of Corrections has budgeted \$300,000 for pre and post release reentry services for each of four regions as described herein, for a total of \$1,200,000.

1.4 Definitions:

- 1.4.1 Transitional Housing Unit (THU) - The focus of business in a THU is to ensure offenders are prepared for return to their community. The offenders enter a THU approximately six (6) months prior to release and receive various services including, but not limited to the following: academic and vocational education; obtaining identification; cognitive restructuring; mental health, medical and substance abuse treatment with continuity of care into the community; education on faith-based support; employability and life skills; employment services; information regarding child support; education on strengthening family relationships and pro-social community participation; Impact of Crime on Victims class; and other areas identified as critical to offenders' success.

- 1.4.2 Pre-Release - Pre-Release services prepares offenders for a successful reentry into society upon their release from incarceration. Reentry services and activities are designed to focus on improving the offender's employability. Pre-release services include, but are not limited to cognitive training, violence reduction programs, substance abuse treatment, sex offender treatment, educational and vocational services, parenting programs, life skills training, and mental health services.

- 1.4.3 Post Release - Post Release services can offer a safety net by providing support to recently released ex-offenders that may include, but not limited to, mentoring, job training, housing support, and basic needs, thus providing a path to successful reentry and ultimately enhancing public safety.

- 1.4.4 MH-1 - No Current Mental Health Treatment Needs - Offender does not require any routine mental health services. Offender is not requesting any mental health treatment. Offender can be maintained in a general population setting. Clinical criteria:

- Offender does not display overt signs of mental illness/psychological distress and is not seeking any mental health treatment.
- Offender's social history does not contain evidence of suicide or psychiatric hospitalization within the last year.

- 1.4.5 MH-2 - Mild Level of Mental Health Treatment Needs - Offender may benefit from brief episodes of counseling or psychotherapy. Offender can be maintained in a general population setting. Clinical Criteria:

- Offender has experience (or may experience) mild psychological distress or transient psychiatric disorder(s) that can be treated with psychological interventions.
- Offender's social history contains evidence of suicide attempt or psychiatric hospitalization within the last year.

- 1.4.6 MH-3 - Moderate Level Mental Health Treatment Needs - Offender requires regular psychological services and/or psychotropic medication (or psychiatric monitoring). All clinical criteria below must apply:

- Offender's current mental status does not show any impairment in reality testing ability,
- Offender is not imminently dangerous or gravely disabled due to their mental disorder, and

- Offender's mental disorder requires psychotropic medication (although may refuse to take it).

1.4.7 MH-4 - Serious Function Impairment Due to a Mental Disorder - Offender requires intensive or long-term inpatient or residential psychiatric treatment at a Social Rehabilitation Unit, Secure Social Rehabilitation Unit, Special Needs Unit, or Women's Social Rehabilitation Unit, OR Offender requires frequent psychological contacts and psychotropic medications to be maintained in a general population setting. All clinical criteria below must apply:

- Offender's current mental status shows severe impairment in reality testing ability due to psychosis, major affective disorder, organic cognitive disorder, and/or severe borderline disorder,
- Offender is gravely psychologically disabled due to a mental disorder or intellectual and/or developmental ability,
- Offender is not imminently dangerous to self or others as a result of a mental disorder, and
- Offender requires psychological services and psychotropic medication (or psychiatric monitoring).

CONTRACTUAL REQUIREMENTS**2.1 General Requirements:**

- 2.1.1 The contractor shall provide and maintain pre and post-release reentry services in the State of Missouri for the Department of Corrections, Division of Adult Institutions and Division of Probation and Parole (hereinafter referred to as the "state agency") for male offenders (hereinafter referred to as "offenders") in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor's pre and post-release reentry services must be provided in one or more of the following geographic regions, as stated on the Notice of Award issued by the Division of Purchasing.

- a. North East Region – For purposes of this document, the North East Region shall be defined as the counties of Adair, Audrain, Boone, Callaway, Clark, Howard, Knox, Lewis, Lincoln, Macon, Marion, Monroe, Montgomery, Pike, Ralls, Randolph, Schuyler, Scotland, Shelby, St Charles, St Louis County, and Warren. Services in this region will be provided at the Northeast Correctional Center (NECC).
- b. North West Region – For purposes of this document, the North West region shall be defined as the counties of Andrew, Atchison, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Davies, DeKalb, Gentry, Grundy, Harrison, Holt, Jackson, Johnson, Lafayette, Linn, Livingston, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Sullivan, and Worth. Services in this region will be provided at the Western Reception Diagnostic and Correctional Center (WRDCC).

Paragraph revised via Addendum #01

- c. South East Region - For purposes of this document, the South East Region shall be defined as the counties of Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Madison, Maries, Mississippi, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pulaski, Reynolds, Ripley, Sainte Genevieve, Scott, Shannon, St Francois, Stoddard, Texas, Washington, and Wayne. Services in this region will be provided at the Farmington Correctional Center (FCC).

Paragraph revised via Addendum #01

- d. South West Region - For purposes of this document, the South West Region shall be defined as the counties of Barry, Barton, Bates, Benton, Camden, Cass, Cedar, Christian, Cole, Dade, Dallas, Douglas, Greene, Henry, Hickory, Jasper, Laclede, Lawrence, McDonald, Miller, Moniteau, Morgan, Newton, Ozark, Polk, Saint Clair, Stone, Taney, Vernon, Webster, and Wright. Services in this region will be provided at the Tipton Correctional Center (TCC).
- 2.1.3 The contractor shall agree and understand that the state agency shall have the sole responsibility for referring and placing offenders in pre and post-release reentry services.
- a. The state agency will identify, refer, and place offenders in pre and post-release reentry services. 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 services shall be open to all offenders, including sex offenders, found eligible for post-release reentry services through the state agency's criteria.
- 2.1.4 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.

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

2.1.6 Unless specified elsewhere herein, the contractor shall be responsible for ensuring that all material, labor, facilities/meeting space, equipment, utilities, supplies, etc., necessary to perform or ensure performance of the requirements of the contract are provided.

2.2 Implementation Requirements:

2.2.1 After the state agency authorizes the contractor to proceed with services, the state agency will designate a representative within the state agency Central Office, Reentry Unit authorized to act on behalf of the state agency in regard to the contractor's provision of contractual services. This representative will monitor the contractor's pre and post release services provided in the contract, and will work with the University of Missouri.

a. The state agency has entered into an agreement with the University of Missouri to monitor the contractor to ensure appropriate fiscal and program records are maintained. The University of Missouri will provide oversight of services and expenditures through ongoing audit activities. The University of Missouri staff will travel to the institutions and to the contractor's location to monitor pre and post release services provided by the contractor.

2.2.2 Within five (5) working days of the state agency's authorization to proceed with services, the contractor shall identify key personnel to act on behalf of the contractor, 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 implementation 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 By no later than thirty (30) calendar days after the state agency authorization to proceed with services, the contractor shall complete the following implementation requirements and begin receiving referrals and providing and administering services for referred offenders pursuant to the contract.

a. Written Policy and Procedure Manual - In collaboration with the state agency, the contractor shall develop and continually update, as needed, a written policy and procedure manual for the administration of the reentry services. The policies and procedures shall be consistent with the state agency's policies and procedures, which will be provided to the contractor upon award, and the provisions and requirements stated herein and must be approved by the state agency prior to issuance.

- 1) The contractor's policies and procedures must include instructions for the offenders, Division of Adult Institution staff, and the supervising Probation and Parole officer, contractor's personnel, subcontractors, and community resource providers relating to the provision of services.
- 2) The contractor's policies and procedures must address the fact that any disputes arising from conflicts with the state agency's policies and procedures or other service provision shall be resolved through collaboration by the contractor and the state agency.
- 3) The contractor's policies and procedures must include a goal and plan to meet the objective of a diversified staff.
- 4) The contractor's policy and procedures must clearly state that any services/activities that did not receive prior authorization from the state agency shall not be paid nor reimbursed.

- b. Network of Service Providers - The contractor shall develop and implement a network of service providers to provide needed services to assist offenders in successful reentry. The contractor shall utilize the existing community partners as part of the network and, to the extent possible, must utilize those service providers/community partners/programs without cost. 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.

- 1) The state agency estimates, but in no way guarantees, that services/activities needed for successful reentry may include but are not necessarily limited to the following services/activities:

Startup Assistance for Housing/Utilities	Personal Identification
Job Readiness/Employment Services/Activities	<input type="checkbox"/> State ID
Transportation Assistance	<input type="checkbox"/> Driver's License
Food Assistance	<input type="checkbox"/> Social Security Card
Clothing	<input type="checkbox"/> Birth Certificate
Substance Abuse Treatment	Financial Assistance
<input type="checkbox"/> Inpatient	<input type="checkbox"/> Savings Account
<input type="checkbox"/> Outpatient	<input type="checkbox"/> Checking Account
<input type="checkbox"/> Aftercare	<input type="checkbox"/> Financial Management
Mental Health Treatment	<input type="checkbox"/> Child Support
<input type="checkbox"/> Outpatient	<input type="checkbox"/> Supplemental Security Income/SSDI
<input type="checkbox"/> Residential	Education Services
<input type="checkbox"/> Medication Services	<input type="checkbox"/> GED/ABE
Family Services	<input type="checkbox"/> Vocational Training
<input type="checkbox"/> Child Care	<input type="checkbox"/> College
<input type="checkbox"/> Parenting Support	<input type="checkbox"/> Vocational Rehabilitation
<input type="checkbox"/> Family Reunification	Health Services
<input type="checkbox"/> Family Counseling	<input type="checkbox"/> Dental
<input type="checkbox"/> Domestic Violence Counseling	<input type="checkbox"/> Medical
<input type="checkbox"/> Anger Management	<input type="checkbox"/> Eye
Lifeskills	
Other Approved Services	Mentor Services

- 2) The contractor shall establish a written agreement with each service provider who has agreed to be included in the contractor's network. The written agreement must outline the services to be provided, the payment (if any) for such services, and any performance incentives.
- 3) The contractor shall continue to develop subcontract and community resources for services throughout the effective period of the contract.
- 4) The contractor must keep all written agreements on file and make copies of such agreements available to the state agency upon request.

2.3 Reentry Requirements:

- 2.3.1 Identification of Offenders - The contractor shall agree and understand that the state agency will identify offenders targeted for reentry services and refer those offenders to the contractor.

- a. Offenders targeted for reentry services shall be those offenders that have been identified by the state agency as having moderate to high-risk, at the time of referral, for revocation of parole/probation or having significant barriers to successful reintegration.

- 1) Identification of moderate to high risk for revocation will be determined by the state agency taking into consideration the contractor's assessment tool, interviews with the offender and the offender's significant others, and the offender's social history, employment history, medical/mental health history, etc.
 - 2) Targeted offenders may include offenders who have been determined by the state agency to have medical or physical barriers.
- b. The state agency shall provide the contractor with a referral notice that will identify the offender's assets and liabilities with specific areas to be addressed by the contractor.
- c. The contractor shall understand and agree that the state agency retains the sole right to refer offenders for reentry services and to terminate any offender's reentry services as it deems necessary.
- 2.3.2 Within five (5) working days of receipt of a referral from the state agency, the contractor must make all arrangements for, hold, and participate in a case management team meeting with the offender and the case management team members at a mutually agreed to location. The case management team shall consist of key partners including the state agency Division of Adult Institutions, Probation & Parole, Support Systems, (such as family members, significant others, pro-social network groups, and positive reinforcement groups) Offenders, Mentors, and Service Providers. The contractor must complete the following activities during the case management team meeting:
- a. Identification of barriers to a successful transition that are applicable to the offender;
 - b. The update, completion, and approval of the Case Management Plan (CMP) and finalization of such plan by the state agency in the state agency's offender management system; and
 - c. The signature and date of the contractor, the offender, and the state agency on the approved CMP.
- 2.3.3 Prior to provision of any services for the offender, the contractor must ensure that a state agency approved Release of Information form is signed by the offender. This form will provide for release of confidential information concerning the offender to the state agency, the contractor, and any service provider. If this form has not been signed, the contractor must notify the state agency so the state agency will obtain the required signature on the Release of Information form.
- 2.3.4 The contractor shall begin administering services/activities as authorized by the state agency in the CMP by directly providing those services required of the contractor and by arranging for and administering the provision of the services/activities from service providers that are otherwise required and authorized in the CMP.
- 2.3.5 The contractor shall work with and communicate with the offender on an ongoing basis to make every effort to ensure the offender's success with reentry into the community. At a minimum, the contractor must have contact with the offender every other week.
- a. Through ongoing interaction, the contractor shall:
 - 1) Assist offenders in reducing identified criminogenic needs,
 - 2) Assist offenders in eliminating barriers to compliance,
 - 3) Engage and arrange for the offender to participate in services/activities, and
 - 4) Determine whether the offender is complying with the required services/activities.
 - b. By no later than 48 hours after the contractor identifies problems with the offender's compliance with the services/activities included in the CMP, the contractor shall notify the offender's case management team and shall schedule and hold a case management team meeting with the offender as soon as possible. At the meeting, the offender and the case management team shall determine the reason(s) for the offender's problems or failure to comply with the agreed upon CMP and determine action(s) necessary to reengage the offender in the required services/activities.

- 2.3.6 Revisions to the CMP – Through the contractor’s ongoing interaction with the offender and the state agency, the contractor shall continuously analyze the progress of the offender and the services/activities being performed and shall determine if additional services/activities that were not identified in the CMP are necessary, or if changes to the CMP need to be made to ensure the offender’s success with reentry. If the contractor and the state agency determine that revisions are necessary, the following shall occur:
- a. The contractor must revise the CMP as agreed between the contractor and the state agency. The contractor shall include the same information as required in the originally-approved CMP and shall obtain approval of the state agency of the revised CMP.
 - b. As soon as possible after approval of all revisions to the CMP, the contractor shall schedule a case management team meeting with the offender and shall obtain the signature and date of the contractor, the offender, and the state agency on the revised CMP.
- 2.3.7 The contractor shall coordinate services/activities with the state agency.
- a. The contractor must be available to communicate with the state agency as determined necessary by the state agency.
 - b. As required by the state agency, the contractor shall provide the state agency with information concerning the offender’s attendance at required services/activities.
 - c. The contractor shall understand that the offenders may be required to participate in various treatment programs, in addition to services/activities administered by the contractor, in order to comply with the terms and conditions of their community supervision. Therefore, the contractor must make the contractor’s services available to the offender, at varying times, to accommodate the needs of the offender.
- 2.3.8 The contractor should transition offenders out of the CMP within 180 calendar days. The contractor shall understand and agree that the contractor must receive advance written approval from the state agency to provide services beyond 180 calendar days after the offender’s initial job placement or determination of unemployability.
- 2.3.9 The contractor shall notify the state agency of any offender violation that could lead to termination of the offender from the reentry services 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 of notification of police contact.
- 2.3.10 The contractor shall notify the state agency of any incident involving the offender’s physical or emotional well-being.
- 2.3.11 Interpretive Services/Special Requirements - The contractor shall provide services that are accessible to all offenders including offenders 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.

2.4 Personnel Requirements:

- 2.4.1 The contractor shall establish a goal for the employment of a diversified staff, which reflects the ethnicity, and cultural diversity of the offenders.
- 2.4.2 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.
- 2.4.3 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 will 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, an FTE shall be defined as a contractor position working 2080 hours annually.
- 2.4.4 The contractor shall not bind any of the contractor's personnel to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the contractor's personnel in or from accepting employment with other providers similarly situated.
- 2.4.5 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.
- 2.4.6 The contractor shall supervise the contractor's personnel. 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 a state agency staff person has regarding the contractor's personnel, job performance, or the conditions of 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.
- 2.4.7 The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor must ensure that the contractor's personnel work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The contractor shall provide written communications to the state agency regarding any action requested of the state agency based on complaint from the contractor's personnel.

- 2.4.8 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 personnel's 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.
- 2.4.9 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, personnel 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.
- 2.4.10 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.
- 2.4.11 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.

2.4.12 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.

2.4.13 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 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.

2.5 Prison Rape Elimination Act (PREA) Requirements:

2.5.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 21 years of age.

2.5.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.5.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
 - 2.5.4 The contractor and the contractor's personnel and agents 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 and the contractor's personnel and agents 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 correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel 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, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
 - 2.5.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.6 Training Requirements:**
- 2.6.1 The contractor shall cooperate with the state agency regarding orientation and training efforts as may be required herein. The contractor understands and agrees that expenses incurred on behalf of the contractor's personnel, including but not necessarily limited to, meals, mileage, lodging, and displacement, shall be the contractor's responsibility for payment. The contractor shall not be obligated nor be allowed to pay any expenses incurred by the state agency in such instances. The contractor shall agree that the contractor's personnel shall not work unsupervised prior to completing basic training identified below. Orientation and training shall include the following:
 - a. Completion of either the state agency's three (3) day or three (3) week Basic Training prior to initiation of services, depending on the contractor's personnel role in providing services.
 - 1) At the discretion of the state agency and upon the state agency's authorization to proceed with services, the contractor's personnel attending basic training may be staggered over a period of time to be mutually agreed upon by the state agency and the contractor.
 - 2) The contractor's personnel may be required to complete the state agency's three (3) day or three (3) week Basic Training prior to initiation of services dependent upon the definition of the personnel's title (e.g. Reentry Partner, Volunteer, Community Resource, etc).

b. Completion of a host institution orientation as required by the Warden at each correctional facility.

- 1) The contractor shall also require all full-time, part-time, backup, or substitute personnel to complete the host institution orientation prior to initiation of services.
- 2) Backup or substitute personnel must meet the three (3) day or three (3) week Basic Training requirement if they will be providing services in the institution for sixty (60) consecutive working days or longer.
- 3) A minimum of forty (40) hours of professional development training annually per contractor person, which shall include:
 - State agency's core curriculum training hours as required by host institution;
 - Training on the MOCIS Healthcare Module (confidentiality/treatment documentation), as required
 - Harassment, Discrimination, and Retaliation
 - Prison Rape Elimination Act
 - Maintaining Appropriate Professional Boundaries
 - Security Mentor and other cyber security training
- 4) The contractor shall participate in additional training, as deemed necessary by the state agency, to ensure successful compliance of the contract.
- 5) Participation in and attendance at training shall be documented in contractor's training records.
- 6) The contractor shall maintain an ongoing counselor clinical supervision plan for personnel trainees who are not certified, or qualified counselors as referenced in the Missouri Credentialing Board requirements.

2.7 Reporting, Recordkeeping, Meeting and Other Requirements:

- 2.7.1 The contractor shall submit any special reports at the request of the state agency. Special reports may include any data requested by the state agency that is not already included in the quarterly reports.
- 2.7.2 Quarterly Reports - The contractor shall submit three quarterly narrative reports and one final report to the University of Missouri using forms provided by the University of Missouri. The reports shall detail program operations and activities, the number of offenders served, and the progress made toward output and outcome goals. The contractor shall also submit a tracking sheet to the University of Missouri using the format provided by the University of Missouri. The tracking sheet requires detailed tracking of each offender served by the contract, including: offender name, registration number, birth date, employment status, and units of service provided by activity.
- 2.7.3 The contractor shall submit a financial report to the University of Missouri using forms provided by the University of Missouri. The financial report must be a detailed account of expenditures in accordance with the contractor's awarded proposal, and must be submitted along with the quarterly narrative reports. The contractor shall submit the reports and tracking sheets to the state agency, electronically, in accordance with the following schedule:

Reporting for the period of:	Dates of expenditures to be included in the report:	Date the report is due:
First Quarter	August 1, 2017- October 31, 2017	November 15, 2017
Second Quarter	November 1, 2017 – January 31, 2018	February 15, 2018
Third Quarter	February 1, 2018 – April 30, 2018	May 15, 2018
Fourth Quarter	May 1, 2018 – July 31, 2018	August 15, 2018

- 2.7.4 The contractor shall participate and cooperate to its fullest extent in any research project or outcome study required by the state agency.
- 2.7.5 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.
- a. At the request of the state agency, the contractor shall attend periodic state agency meetings to discuss compliance or pertinent information relating to the contract. These meetings may be held regionally or in Jefferson City, depending on the nature of the agenda. Expenses incurred by the contractor to attend such meetings shall be the responsibility of the contractor. At the discretion of the state agency, these meetings may be held via a telephone conference call.
 - b. The state agency will meet on at least a quarterly basis with the contractor in the contracted region to discuss pertinent program/state agency issues.
- 2.7.6 The state agency shall have the right, at any time, to review and approve all written communications and materials developed and used by the contractor to communicate with offenders. The contractor shall not use the name, logo or other identifying marks of the State of Missouri or the state agency on any materials produced or issued, without the prior written approval of the state agency. The contractor shall coordinate and submit all materials to the state agency for approval.
- 2.7.7 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 counseling 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 counseling services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.7.8 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
 - b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, 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 such action and resolution of all issues that arise from it.
 - c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.8 Contract Monitoring:

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.9 Miscellaneous Requirements:

- 2.9.1 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.
- 2.9.2 If deemed necessary by the state agency, the state agency will provide the contractor with access to the state agency's system or application on a need to know basis. Access shall be limited to contractor personnel who have been approved user level access by the state agency.

2.10 Invoicing and Payment Requirements:

- 2.10.1 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>

2.10.2 Bi-Weekly Detailed Billing Report and Invoice - After every two weeks following services, the contractor shall submit a detailed bi-weekly billing report to the state agency along with the bi-weekly invoice that identifies all offenders, in alphabetic order, and includes a minimum of the following information about each offender:

- a. Name of offender and registration number assigned to the offender by the state agency;
- b. Date services/activities began;
- c. Date of termination or discharge from the contractor's reentry service program (if applicable); and
- d. Actual copies of receipts/invoices for approved services/activities for which payment by the contractor was made on behalf of the offender

2.10.3 Payment –

- a. The contractor shall agree and understand that the state agency anticipates that total funding available for the reentry services described herein for the original contract period per region shall be as stated in section 1.3.1 and shall not exceed that amount. The expended funds amount for this contract is subject to general revenue allocations; however, it is not guaranteed by the State of Missouri.
- b. Upon receipt and approval of a properly prepared invoice, the contractor shall be paid for each day and each offender at the firm, fixed price per offender per day as stated on the Pricing Page.
 - 1) Failure of the contractor to submit required reports shall result in the withholding or rejection of payment. Additionally, the state agency shall reject payment for the contractor's failure to perform or deliver the required work or services.
 - Required reports include: three quarterly narrative reports, one final report, and an offender tracking sheet due quarterly and at program completion.
 - 2) 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.
 - 3) 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.
- c. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.10.4 In the event of cancellation of contract for any reason whatsoever, the contractor shall pay back all funding received from the state agency which the contractor cannot demonstrate was expended within the requirements of the contract.

2.10.5 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 bi-weekly invoices as requested by the state agency.

2.11 Other Contractual Requirements:

- 2.11.1 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.
- 2.11.2 Contract Period - The original contract period shall be as stated on page 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 two (2) additional one-year periods, or any portion thereof.
- 2.11.3 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.
- 2.11.4 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.

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

2.11.6 Transition:

- a. 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, 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, treatment 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 30 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.

2.11.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

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

2.11.8 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.

2.11.9 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.
- 2.11.10 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.
- 2.11.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.11.12 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 offender 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 offender 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").

2.11.13 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

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 Pages 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 Pages, 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 reserves the right to evaluate 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 Pages) 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 five (5) 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.
- 3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
 - b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract

in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire proposal;
 - 2) Vendor's pricing;
 - 3) Vendor's experience information including the vendor's customer lists or references; and
 - 4) Vendor's proposed method of performance including schedule of events and/or deliverables;
 - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as *confidential* along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as *confidential* along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and 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.
 - 2) Also, 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 proposal 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 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.
- 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 not 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.

Cost	90 points
Vendor's Experience and Reliability and Expertise of Personnel	60 points
Method of Performance	40 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 Separate evaluations shall be conducted by region and one award shall be made per region.

3.4 Evaluation of Cost:

- 3.4.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.
- 3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the per offender per day price stated on the Pricing Page for the original contract period plus the price for each potential renewal contract period.
- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{1} = \text{Assigned Cost Points}$$

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

- 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 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 any 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 proposed to provide the services required herein. The vendor may also submit resumes for such key personnel. If additional personnel resources are proposed to be provided, the vendor may provide information for such personnel by completing Exhibit D.

- 1) The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.
- 2) The vendor is cautioned to not submit any information that would be considered confidential (e.g. home addresses, personal phone numbers, social security numbers).

b. **Personnel Qualifications** - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

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.

3.6.1 **Description of Proposed Services** - Exhibit E is provided for the vendor's use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how the vendor proposes to perform or comply with the requirement and otherwise detailing the vendor's understanding and ability to successfully perform the requirement. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor's plans for performing or meeting the requirement.

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

3.6.3 **Budget/Price Analysis** - The vendor should provide a budget or price analysis for the price quoted on the Pricing Page. The price may include indirect costs, but may not solely fund indirect costs and should include service provision per the requirements of the RFP. Exhibit G 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 Deleted Via Addendum #11

- c. DELETED
- d. Services Budget Category – The vendor should supply a separate, detailed justification for each item listed in the services budget category to demonstrate how expenditures in this category contributes to the delivery of the program.

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. If Participation Meets Target: 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. If Participation Exceeds Target: 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:

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

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 H, 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 I, 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 I, 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 H, 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 H, 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 I, 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 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 I, 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> and <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 H, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Missouri Service-Disabled Veteran Enterprises (SDVEs) Preference - 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 must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete Exhibit H, 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 I, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each SDVE or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each 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 I, 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://oa.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit H, 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/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit J must be submitted prior to an award of a contract.
- 3.8.4 The vendor should complete and submit Exhibit K, 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) or by submitting an on-line bid 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 Pre and Post Release Reentry Services –

- a. **Firm, Fixed Price Per Offender Per Day** - For each geographic region proposed, the vendor shall provide a firm, fixed price per offender per day for the original contract period in the following table(s) for providing pre and post release reentry services in accordance with the provisions and requirements of this RFP. (UNSPSC Code: 94131608)
 - b. **Renewal Option Pricing** – For each geographic region proposed, the vendor must indicate in the following table(s) the maximum price per offender per day for the renewal option years. If a maximum price per offender per day is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the renewal option at the same firm, fixed price per offender per day stated for the original contract period.
- 1) **Vendors are cautioned that pricing shall remain the same for the renewal options unless the state agency is appropriated additional funds for this service.**

1. NORTHEAST REGION
ORIGINAL CONTRACT PERIOD PRICE PER OFFENDER PER DAY
Firm, Fixed Price Per Offender Per Day: \$ _____ (Item 1)
RENEWAL OPTION YEARS' PRICING PER OFFENDER PER DAY
First Renewal Period Maximum Price Per Offender Per Day: \$ _____ (Item 1)
Second Renewal Period Maximum Price Per Offender Per Day \$ _____ (Item 1)

PRICING PAGE, CONTINUED**2. NORTHWEST REGION****ORIGINAL CONTRACT PERIOD PRICE PER OFFENDER PER DAY**

Firm, Fixed Price Per Offender Per Day: \$ _____ (Item 2)

RENEWAL OPTION YEARS' PRICING PER OFFENDER PER DAY

First Renewal Period

Maximum Price Per Offender Per Day: \$ _____ (Item 2)

Second Renewal Period

Maximum Price Per Offender Per Day \$ _____ (Item 2)

3. SOUTHEAST REGION**ORIGINAL CONTRACT PERIOD PRICE PER OFFENDER PER DAY**

Firm, Fixed Price Per Offender Per Day: \$ _____ (Item 3)

RENEWAL OPTION YEARS' PRICING PER OFFENDER PER DAY

First Renewal Period

Maximum Price Per Offender Per Day: \$ _____ (Item 3)

Second Renewal Period

Maximum Price Per Offender Per Day \$ _____ (Item 3)

PRICING PAGE, CONTINUED**4. SOUTHWEST REGION****ORIGINAL CONTRACT PERIOD PRICE PER OFFENDER PER DAY**

Firm, Fixed Price Per Offender Per Day: \$ _____ (Item 4)

RENEWAL OPTION YEARS' PRICING PER OFFENDER PER DAY

First Renewal Period

Maximum Price Per Offender Per Day: \$ _____ (Item 4)

Second Renewal Period

Maximum Price Per Offender Per Day \$ _____ (Item 4)

EXHIBIT A**VENDOR INFORMATION**

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

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

Contract/Client	Dates	Brief Description

- d. Provide a list of and a short summary of information regarding the vendor's experience/involvement with community service providers. Describe relationships with community service providers.
- e. 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 any subcontractor's current/prior experience considered *relevant to the services required herein*. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

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 Number, and Email Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Offenders Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of vendor's total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Reentry services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Vendor's specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

Copy and complete this table for each key person proposed. The vendor is cautioned to not submit any information that would be considered confidential (e.g. home addresses, personal phone numbers, social security numbers).

Title of Position: _____ (Title should be consistent with the job titles identified herein and or the organizational chart.)	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), 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 the vendor. If employee, number of years. If subcontractor, describe other/past working relationships.	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Working with offenders/parolees	
✓ In employment placement (assessment, job readiness training, individual counseling, intake, job development, job retention and placement)	
✓ With case management services	
✓ With Delivery of Wrap Around Services	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

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

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

EXHIBIT E**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. The vendor should identify the services/activities that the vendor can provide that may be a part of an offender's CMP.
2. The vendor should describe the vendor's approach to conducting Reentry Activities.
3. The vendor should describe the vendor's method for Job Placement
4. The vendor should describe the vendor method of recruitment for vendor's employees.
5. The vendor should describe the vendor's plans for coordination with the state agency on all employment placement program issues, from staffing and personnel issues to quality of care issues.
6. The vendor should identify how the vendor will serve those offenders with special needs and deficits in the following areas: reading (including literacy), written, spoken or receptive language, learning disabilities, hearing, vision, and/or physical disabilities of any type.
7. The vendor should attach and submit letters of cooperation or participation agreements from identified providers. Letters from the state agency's Probation and Parole office are not needed.
8. The vendor should include the number of offenders the vendor plans to provide services to annually.
9. The vendor should provide details on their proposed assessment tool utilized when assessing offenders.
10. The vendor should provide their personnel plan for individuals proposed to provide services. The personnel plan shall including the vendor's organizational chart showing the staffing and lines of authority for the key personnel to be used.
 - The organizational chart should include the following information:
 - ✓ The relationship of service personnel to management and support personnel,
 - ✓ The names of the personnel and the working titles of each, and
 - ✓ Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization. When documenting the vendor's team, the vendor should use the same titles for the personnel positions identified herein.
11. 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.

12. 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 F

IMPLEMENTATION/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 the day the state agency authorizes the contractor to proceed with contract services until completion of the specific task and should be expressed as calendar days, not specific dates.
- **Assigned Personnel** should be identified by name rather than project title unless such personnel are yet to be hired.
- **Workhours** should indicate the time each assigned person will spend on the specific task.

[illegible]

EXHIBIT G**BUDGET/PRICE ANALYSIS***Proposed Region:* _____

For each region proposed, the vendor should complete the following table in sufficient detail for information regarding the services proposed on an annual basis (assuming no more than a \$300,000 annual budget).

SECTION I – Administrative Services			
Budget Categories	FTE	Annual Salary	Total
Professional Personnel (list name or title)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Support Personnel			\$

Budget Categories	Quantity	Unit Price	Total
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Materials and Supplies			\$
Total SECTION I (Annual):			\$

EXHIBIT G, continued

SECTION II –Services - Breakdown for array of services			
Budget Categories	Estimated Quantity	Unit Price	Total
Services			
1. Housing/Utilities		\$	\$
2. Employment Services/Activities		\$	\$
3. Transportation		\$	\$
4. Food Assistance		\$	\$
5. Clothing		\$	\$
6. Family Services		\$	\$
7. Personal Identification		\$	\$
9. Financial Assistance		\$	\$
9. Health Services		\$	\$
10. Mentoring Services		\$	\$
11. Other Services (list)		\$	\$
12.		\$	\$
13.		\$	\$
14.		\$	\$
15.		\$	\$
16.		\$	\$
17.		\$	\$
18.		\$	\$
19.		\$	\$
Total Services			\$
Other (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other			\$
Total SECTION II (Annual):			\$
Total Annual Amount (Section I + Section II) (not to exceed \$300,000)			\$
Assumptions used in above analysis:			
✓ Annual number of offenders			
✓ Number of days of services in program receiving services			

NOTE: The payment shall be in accordance with the price stated on the pricing page as identified in the Invoicing and Payments Requirements.

EXHIBIT H**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 the region proposed. There should only be **ONE** box checked. If proposing multiple regions, copy and complete this Participation Commitment Exhibit for each proposed region.

Region	
<input type="checkbox"/> North East Region	<input type="checkbox"/> North West Region
<input type="checkbox"/> South East Region	<input type="checkbox"/> South West 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 <i>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.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total MBE Percentage:	%	

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 <i>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.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	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 <i>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.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The 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.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT I**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 (or attach copy of certification)
Expiration
Date: _____

Service-Disabled
Veteran's (SDV) Name: _____

SDV's
Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date
(Dated no earlier than
the RFP issuance date)

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

If a participating organization is an SDVE, unless the Service-Disabled Veteran's (SDV) documents were previously submitted within the past five (5) years to the 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: _____

Date

Previous Bid/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://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's Documents - Verification Completed By:

Buyer

Date

EXHIBIT J**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 J, 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 J, 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 _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT J, continued

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

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 K**MISCELLANEOUS INFORMATION**

1. **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://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. _____ Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p>3. _____ Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • 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: _____ 		

2. **Employee Bidding/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:	_____ %

3. **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.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
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:	

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

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

**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://missouribuy.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://missouribuy.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 date 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.

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