



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901901947
 TITLE: Residential Facility Services - Statewide
 ISSUE DATE: 3/19/19

REQ NO.: NR 931 YYY19078109
 BUYER: Julie Kleffner
 PHONE NO.: (573) 751-7656
 E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 4/19/19 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 TO: (U.S. Mail) PURCHASING or (Courier Service) PURCHASING
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2020

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

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

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

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <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

Instructions for Submitting a Solicitation Response

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

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

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://missouribuys.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://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's proposal.
- 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**.
 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.
- **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 a residential facility in the State of Missouri for the purpose of providing short term residential services for male and/or female clients 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 - J
- 6) Terms and Conditions
- 7) Attachments
 - Attachment 1 - Probation and Parole Geographic Regions
 - Attachment 2 - Individual Personnel Percentage of Work Time
 - Attachment 3 - Employee Expense Charged to Contract
 - Attachment 4 - Verification of Approved Zoning
 - Attachment 5 - PREA Allegation Notification Penetration / Non-Penetration Event Checklist – Residential Facilities
 - Attachment 6 - Monthly Fire / Tornado Drill Report
 - Attachment 7 - Warrant Checklist
 - Attachment 8 - Resident Complaint
 - Attachment 9 - Intake Confirmation
 - Attachment 10 - Disposition and Release of Personal Property and Money
 - Attachment 11 - Consent for Release of Confidential Information
 - Attachment 12 - Residential Facility Property Inventory
 - Attachment 13 - Food Allowance Calculation Form
 - Attachment 14 - Drug Testing Log
 - Attachment 15 - Sign In / Sign Out Log
 - Attachment 16 -Pass Request
 - Attachment 17 - Resident Medication Log
 - Attachment 18 - Request for Reduction / Waiver of Savings
 - Attachment 19 - Request for Savings Withdrawal
 - Attachment 20 - Request to Operate a Motor Vehicle
 - Attachment 21 - Authorization for Release of Information (Employee)
 - Attachment 22 - State of Missouri / Department of Corrections Confidentiality Oath
 - Attachment 23 - Violation Report
 - Attachment 24 - Incident Report
 - Attachment 25 - Sample Residential Invoice
 - Attachment 26 - Department of Corrections Provider Services
 - Attachment 27 - Evaluation Criteria

The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

- 1.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements: (1) are ambiguous, (2) are contradictory, arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.
- a. Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
 - 1) The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the proposal. If not received prior to ten (10) working days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP, including questions related to the competitive procurement process, must be directed to the buyer. It is preferred that questions be e-mailed to the buyer.
 - c. The Division of Purchasing will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFP addendum as the questions and issues did not provide further clarity to the RFP. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP.

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

- 1.2 Pre-Proposal Conference** - A pre-proposal conference regarding this Request for Proposal will be held on April 10, 2019, at 1:00 p.m. in the South Conference Room at the Department of Corrections, 2729 Plaza Drive, Jefferson City, Missouri.
- 1.2.1 Pre-Proposal Conference Agenda - The vendor should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Pre-Proposal Conference RFP Questions – All potential vendors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. Prior Communication – Prior to the Pre-Proposal Conference, the vendor may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.

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

1.2.3 Vendors are requested to advise the Division of Purchasing within five (5) working days of the scheduled pre-proposal conference of any accommodations needed.

1.3 Background Information:

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

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

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

1.3.3 Information and history about the Department of Corrections and Missouri Reentry Process (MRP) can be found on the internet at: <https://doc.mo.gov/programs/missouri-reentry-process>.

1.3.4 For informational purposes, the Department of Corrections has a budget per fiscal year to be utilized for the statewide purchase of residential treatment facility services with the inclusion of transitional housing slots. Historically, funding has allowed the Department of Corrections to contract for approximately 150 residential slots on a statewide basis for offenders meeting the appropriate criteria. The total funding for residential treatment facilities (with the inclusion of transitional housing) for Fiscal Year 2019 is approximately \$3.6 million, although the Governor must approve the budget. The state fiscal year (FY) is July 1 through June 30. The Department of Corrections is examining the most efficient and effective ways to provide contracted services and has determined the necessity of targeting residential slots to specific geographical areas in order to best meet the needs of the Division of Probation and Parole.

1.3.5 Transitional Housing for Female Offenders and Residential Facility Services -

- a. The current contract, C314318001, for Transitional Housing Facility Services for Female Offenders expires June 30, 2018.
- b. The current contracts, CS160754001, CS160754002, and CS160754003, for Residential Facility Services – Statewide expire June 30, 2019. Although a renewal option remains, the services are being rebid.
- c. The services for the above referenced contracts are being combined and rebid via this RFP. While the services required in the existing contracts are similar to those required within this RFP, new requirements have been incorporated and some of the requirements have been revised for further clarification. Also, the Department of Corrections desires to have residential facility services throughout the state, consequently the RFP contains changes to allow for residential facilities throughout the state.

- d. The contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of the contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z14318 or RFPS30034901600754 or any of the contract numbers shown above when searching for these documents.
 - e. The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "[Site Information](#)" and "[Disclaimer](#)". Then search by the contract number shown above when searching for the financial information.
- 1.3.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the Background Information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

CONTRACTUAL REQUIREMENTS**2.1 General Requirements:**

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

- a. The contractor shall maintain a residential housing facility in a community environment, which is located in an approved location and which shall meet the requirements of sections 217.430 and 217.777, RSMo.
- b. The contractor shall not provide a residential facility that is located in any unincorporated area of a county or within a city where the zoning is for single-family residence use without documented evidence of official approval of the governing body of the county or city for operating a residential housing facility for adult clients.
 - 1) The residential facility may be attached to or be a part of an existing program; however, the state agency must be able to distinguish one program from the other and the contractor shall assign dedicated staff for the services required herein.
- c. If the contractor provides multiple programs within a single location, clients served under the contract must be separate and distinct, particularly in sleeping areas (bedrooms, dorms).
- d. The contractor must provide a residential facility physically located within the awarded geographic region(s), as stated in the Notice of Award. For purposes of this document, the geographic regions are defined as follows:
 - 1) Eastern Region
 - 2) North Central Region
 - 3) Northeast Region
 - 4) Southeast Region
 - 5) Southwest Region
 - 6) Western Region

Please see Attachment # 1 (Probation and Parole Geographic Regions) for a map and list of geographic regions and the counties within each region.

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

- a. A residential slot shall be defined as one (1) bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by a client.
- b. During the course of the contract, the contractor shall cooperate with the state agency in making space available to allow for the maximum utilization of the contracted number of residential slots.

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

- a. The state agency will identify, refer, and place clients at the residential facility. The state agency will place clients in accordance with the state agency's internal policies and procedures.
 - b. The contractor shall not have exclusion criteria. The contractor's residential facility shall be open to all clients, including sex offenders, found eligible for residential facilities through the state agency's criteria.
- 2.1.4 Unless otherwise specified by the state agency, the normal length of stay per client is based on the client's case management plan (described in Client Services, Residential Facilities Phase Program, section 2.10.2) and is between thirty (30) and one hundred twenty (120) calendar days.
- a. The state agency, at its discretion, may extend or advance a client in the residential facility.
 - b. The contractor shall not, under any circumstances, release or terminate any client. Release and/or termination of clients shall be at the sole discretion of the state agency.
- 2.1.5 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the state agency and that the state agency shall act as the final judge of the quality of the contractor's performance under the contract.
- a. The contractor agrees that disputes arising from conflicts with state agency policies and procedures or other provisions of the contract shall be resolved by the state agency.
- 2.1.6 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts.

2.2 Contractor Qualifications:

- 2.2.1 The contractor should be an organization with a demonstrated history of providing residential or transitional housing services in greater or similar size and scope as required herein.
- a. It is preferred that the contractor have demonstrated history and experience providing such services to justice involved populations, including those on active adult probation or parole supervision.

2.3 Implementation Requirements:

- 2.3.1 After issuance of the state agency authorization to proceed with services, the state agency will designate a representative(s) authorized to act on behalf of the state agency in regard to the contractor's provision of contractual services.
- 2.3.2 Within five (5) working days of the state agency authorization to proceed with services, the contractor shall identify key personnel, such as the facility director and the facility director/designee to act on behalf of the residential facility director, chief financial officer, chief of security, and security personnel, and provide the state agency with the name, address, e-mail address, and phone number of key personnel. Any changes in the assignment of the contractor's key personnel must be reported to the state agency within two (2) working days.
- a. As part of the start-up activities and for the duration of the contract, the contractor shall provide a representative to serve as the state agency contact. By no later than five (5) working days after state agency authorization to proceed with services, the contractor shall provide the state agency with the names, address, e-mail address, and phone numbers of the contractor's representative.
- 2.3.3 Within five (5) working days of the issuance the state agency authorization to proceed with services, the contractor shall provide the state agency with an organizational chart of personnel assigned to perform the

residential facility services. Also, the contractor must also provide the state agency with the Individual Personnel Percentage of Work Time form (Attachment #2) and Employee Expense Charged to the Contract form (Attachment #3).

- 2.3.4 Within thirty (30) calendar days of the state agency's authorization to proceed with services, the contractor shall develop the security policy, protocol, and process plan and present a draft of the security policy, protocol, and process plan to the state agency for approval.
- a. The state agency will review the draft security policy, protocol, and process plan and shall have the right to modify, require changes, deletions, additions, and/or require elaborations as deemed necessary.
 - 1) The contractor shall continue to provide the state agency with additional drafts of the security policy, protocol, and process plan until the state agency is satisfied with the final draft.
 - 2) By no later than five (5) working days after the state agency provides the contractor with changes to the final draft, the contractor must provide the state agency with the final version of the security policy, protocol, and process plan.
- 2.3.5 Additionally, within thirty (30) calendar days of the state agency's authorization to proceed with services, the contractor shall provide the following:
- a. Floor plans for the residential facility(ies), including a description of all the buildings and equipment utilized for service, as well as the sleeping arrangements;
 - b. Maps, layouts, and handouts describing the site of the residential facility, including the adjoining neighborhoods, as well as the bus service schedule; and
 - c. Plans and procedures for meeting potential emergencies and disasters, as described as section 2.7.2, Written Plans and Written Procedures.
- 2.3.6 Prior to the state agency placing clients in the contractor's residential facility and by no later than thirty (30) calendar days after the state agency authorization to proceed with services, the contractor must submit the following required documents. The contractor shall submit the documents to the Department of Corrections, Post Office Box 236, Jefferson City, Missouri, 65102. The state agency will not refer or place any clients with the contractor nor shall the contractor be paid for any residential slot until all the required documents described below are received and approved by the state agency. Failure to submit such documents within the required time period shall be sufficient cause to cancel the contract immediately after such date without prior notice. The required documentation shall consist of the following:
- a. A letter of approval of safe operation from appropriate jurisdictional fire marshal for the current fiscal year.
 - b. A local health department inspection for the current fiscal year if required by the local jurisdiction. If not required by the local jurisdiction, the contractor must provide official documentation from the local government stating it is not required and why it is not required.
 - c. A copy of the most recent local building code inspection or a license demonstrating compliance, if the license requires an inspection. The inspection shall not be more than three (3) years old.
 - d. "Verification of Approved Zoning" (Attachment #4) or an official document from the local jurisdiction documenting the residential facility is not located in an unincorporated area of the county or within a city where the zoning has been designated for single-family residency use or occupancy.
 - e. A copy of the most recent independent audit performed by a Certified Public Accountant (CPA) if the contractor is more than one year old.

- f. Verification that the residential facility meets Americans with Disabilities Act Accessibility Guidelines requirements.
- g. A copy of the most recent Prison Rape Elimination Act (PREA) audit demonstrating compliance with all requirements.

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

- a. If the contractor is unable to meet the deadlines for submission of the above described document(s) due to the renovation/construction of the contractor's residential facility, the contractor must submit a request for an extension of time and a detailed time schedule for completion of the residential facility. The state agency may grant an extension of time at its sole discretion.
- b. In addition to the above required documents, the contractor shall also submit a written detailed plan of action for complying with the requirements of the above paragraphs to the state agency. Further, the contractor must agree that unless the plan of action is approved in writing by the state agency, payment shall not be made nor clients referred or placed by the state agency. The plan of action must include specifics relating to what the contractor shall do to correct any non-conforming items, when it will be done, and how much it will cost.
- c. The contractor must successfully complete a public hearing as may be required by the state agency. The public hearing must be held in the municipality where the proposed residential facility is located.
- d. The contractor must provide all documentation in accordance with the requirements stated above in the required documentation specified in paragraph 2.3.5 no later than 120 calendar days after the state agency authorization to proceed with services.

2.3.8 After state agency authorization to proceed with services, the contractor must begin providing all services within the length of time specified by the contractor on Proposed Methodology and Approach, Exhibit B.

2.4 Residential Facility Requirements:

2.4.1 Environment –

- a. The contractor's residential facility must provide a clean, safe, and healthy environment. The residential facility shall be in good repair, including proper screening for ventilation, with sufficient window coverings to assure the privacy of each resident. All windows must be sealed or must be fitted with screens that are in good repair. All painted surfaces shall be in good condition. All areas and surfaces must be free of undesirable odors.
- b. The contractor shall establish an environment consistent with the state agency practices and principles incorporating the Missouri Reentry Process.

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

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

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

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

- a. Sleeping arrangements may consist of individual rooms or multiple occupancy rooms.
- b. Each client must have at least forty-eight (48) square feet of contiguous floor space in the sleeping area. In calculating square footage, the contractor shall not include hallways, closets, and bath facilities.
 - 1) The square feet of contiguous floor space shall be computed by using the inside dimensions of the room in which the client's bed is physically located less that square footage of floor space required by other clients, if any, and less any walled closet space within the room. Space occupied by moveable objects such as furniture, footlockers, etc., may be included.
- c. Sleeping areas designed for more than one (1) client shall include seating in addition to beds. A minimum of one (1) chair or footlocker must be provided for each two (2) clients.
- d. The contractor shall provide each client with a minimum of eight (8) inches of space for hanging clothes in a closet, armoire, locker, or similar device with the intended purpose of hanging clothes. In addition, the contractor shall provide a minimum of two (2) drawers in at least a thirty (30) inch wide chest of drawers, or an individual footlocker or an acceptable equivalent for storage of personal property.
- e. The contractor shall provide individual lockable storage with a minimum internal area of 14 inches by 7 inches by 18 inches and locks, free of charge to the client, for securing personal property within the client's respective sleeping area.
 - 1) In the event a client loses the lock/key that was initially provided free of charge, the contractor may charge the client a reasonable replacement rate for a new lock or key; the replacement rate charged may not exceed the contractor's cost for replacement.
 - 2) If the client is housed in a single occupancy room with a lockable door, the contractor may consider this as meeting the lockable storage requirement.
- f. The contractor shall provide well-ventilated sleeping spaces. Well ventilated shall be defined as providing fresh air through a mechanical system.
- g. If the contractor is providing services for both male residents and female clients, the contractor must keep all personal and sleeping areas physically separated by gender.
- h. The contractor shall provide beds based on the state agency direction as obtained from the Prison Rape Elimination Act audits, as described in the Prison Rape Elimination Act Requirements, section 2.6.

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

- a. Dining area must contain seating and tables sufficient to accommodate the residents assigned to the living area during allowable meal periods.

- b. Furniture and furnishings shall be comfortable and maintained in clean condition and good repair. All upholstered furniture should not be torn. If furniture is torn, it must be covered with fitted slipcovers. The slipcovers must be clean and in good repair with no tears. Throws shall not be acceptable to cover torn furniture.
- c. Chairs shall not be broken, have cracked frames, or in any other way be unsafe or unsightly.

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

- a. At a minimum, the contractor shall maintain the following in the residential facility:
 - 1) One (1) operable toilet for each ten (10) female clients, and one (1) operable toilet for each (10) male clients or a combination of toilets and urinals for every ten (10) male clients.
 - 2) One (1) operable washbasin for every ten (10) female clients and one (1) operable washbasin for every ten (10) male clients.
 - 3) One (1) operable shower/shower bay or bath for every (10) female clients and one (1) operable shower/shower bay or bath for every (10) male clients.
- b. The minimal operable amount of toilets, washbasins, and showers/shower bays/baths must be contained within the same residential facility where the client resides.
 - 1) Clean, filled, and operational hand soap dispensers shall be located at every sink.
 - 2) Clean, filled, and operational paper hand towel dispensers or automatic hand dryers shall be in each bathroom, unless linen is provided to each client.

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

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

- a. For those clients remaining on premises, the contractor must provide a minimum of three (3) different on-site recreational activities from the activities listed below. At a minimum, the contractor must offer one (1) physical activity on a daily basis:
 - 1) Basketball goal and basketball;
 - 2) Billiard/pool table with functional equipment;
 - 3) Board games, including those acceptable for child play;
 - 4) Color television and cable or satellite with a minimum of a basic package;
 - 5) Color television and DVD, residents must have continuous access;
 - 6) Computer with games;
 - 7) Computerized games with color television;
 - 8) Exercise equipment and benches;
 - 9) Foosball table complete with all necessary equipment;
 - 10) Horseshoe pits with horseshoes;
 - 11) Ping pong table with functional equipment;
 - 12) Volleyball court with net and volleyball; or
 - 13) Other as approved by the state agency.
- b. The contractor must provide a separate television for each common living area.

- c. The contractor must provide free access to one (1) current daily newspaper per thirty (30) residents and have access to one (1) computer with filtered internet access per thirty (30) residents for job searches.
- d. The contractor shall encourage clients to participate in community activities and involvement (e.g., library, YMCA, etc.).

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

2.4.9 Americans with Disabilities Act Accessibility Guidelines (ADAAG) Standards – The contractor’s residential facility must comply with all applicable ADAAG standards for at least ten percent (10%) of the residential slots stated in the Notice of Award; no bed may be counted twice in meeting the requirements. The residential facility must meet all applicable ADAAG standards which may be found at <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/background/adaag>.

- a. In addition, the areas of the contractor’s residential facility available to the general public for visiting must meet all applicable ADAAG standards. These standards shall cover, but not be limited to the following areas:
 - 1) Accessible parking;
 - 2) Accessible path of travel into the residential facility and into any public space within the residential facility;
 - 3) Accessible doorways (the clear width of all doorways must be a minimum of 32 inches measured from the door stop to the face of the door; the threshold must not be greater than 1/2 inch) and entry buttons or special devices/handles that open handicap accessible doors;
 - 4) Accessible restroom; and
 - 5) Signage indicating the accessible entrance and the location of the accessible restroom.
- b. If the contractor’s residential facility is operational by the effective date of the contract, it must be in full compliance with all applicable ADAAG standards. If the contractor’s residential facility is not operational by the effective date of the contract, it must be in full compliance at the time the residential facility becomes operational.

2.4.10 State Agency Office Space – The contractor shall provide office space within the residential facility with an operational telephone, office furniture, and lockable storage which shall be accessed and utilized solely by the state agency representatives for day-to-day activities and supervising of clients while at the residential facility. At a minimum, the contractor shall provide an office space for up to the first 119 residential slots and another office space for every additional sixty (60) residential slots (i.e. 119 or less residential slots equals one (1) office space; 120-179 residential slots equals two (2) office spaces; 180-239 residential slots equals three (3) office spaces; and 240-299 residential slots equals four (4) office spaces).

2.5 Residential Facility Renovation Plans and Relocation Requirements:

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

- a. At a minimum, the renovation plan must include the following:
 - 1) A description of proposed work;
 - 2) Time schedule including completion date;
 - 3) Paragraph number references to the contract requirements affected by the renovation;
 - 4) Temporary method proposed to meet the needs of the clients during the period of renovation; and
 - 5) Ability to keep the client safe from sexual abuse and the measures to ensure such safety.
- b. In the event any renovation is made to the residential facility affecting any previously implemented written plans or procedures, all written plans and written procedures relating to fire, tornado, bomb threats, flooding, earthquakes, etc. must be updated and submitted to the state agency with the renovation plan.

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

- a. The contractor must provide a new or different residential facility equal to or better than the original residential facility.
- b. All provisions contained in the implementation requirements related to inspection, documentation, and state agency approval of the newer or different residential facility shall apply.
- c. The contractor shall not transfer clients to the new or different residential facility until all required inspections, documentation, and approvals have been obtained, except as approved by the state agency in emergent situation.
- d. The contractor must successfully complete a public hearing as may be required by the state agency. The public hearing will be held in the municipality where the proposed residential facility is located.

2.6 Prison Rape Elimination Act (PREA) Requirements:

- 2.6.1 The contractor must be compliance with 28 Code of Federal Regulations (CFR) Part 115.
- 2.6.2 All of the contractor's employees and agents providing service in the residential facility must be at least 21 years of age. The contractor must maintain a copy of the employees' birth certificate or driver's license in the personnel file.
- 2.6.3 A Missouri Uniform Law Enforcement System (MULES) or other background investigation shall be required on the contractor's employees and agents before allowing entry into the residential facility. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency. The state agency shall have the right to deny access into the state agency for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.6.4 The contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.6.5 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor, its agents or employees, shall not obstruct the state agency nor any of its designated officials from performing their

duties in response to court orders or in the maintenance of a secure and safe residential environment. The contractor shall comply with the state agency's policy and procedures relating to employee conduct.

- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on client or on client sexual harassment, and sexual assault. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the residential facility director and the state agency. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between clients shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.
- b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the residential facility.

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

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

- a. Medical and mental health services for victims of sexual abuse, including a Memorandum of Understanding with a victim advocacy center to provide advocacy services to the victim;
- b. Provision of medical and mental health evaluation and treatment as recommended, at no cost to the victim, as approved by the state agency;
- c. Access to emergency medical services and treatment at no cost to the victim, as outlined in PREA;
- d. Prohibition of all cross-gender strip searches, visual body cavity searches, and pat down searches by the contractor. A search or physical examination of a transgender or intersex for the sole purpose of determining the client's genital status shall also be prohibited;
 - 1) The standard operating procedure shall contain a training curriculum, for approval by the state agency, on how to conduct cross-gender pat down and searches of transgender and intersex clients;
- e. Electronic monitoring systems (closed circuit TV). The contractor's system shall maintain the images for thirty (30) calendar days before the images are overwritten. The contractor shall transfer any images related to an incident to digital format and provide the digital images to the state agency; and
- f. Protocols regarding PREA events.

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

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

- b. If the PREA audit finds deficiency, the contractor shall follow the suggested remedies and provide a copy of the audit and response to the state agency within three (3) working days.
- c. The contractor shall provide verification of required staffing patterns, as identified in the Employee Expense Charged to Contract form included as (Attachment #3) to the stage agency. Compliance with the staffing patterns shall be noted in the state audit tool and verification of completion shall be maintained by the contractor.

2.6.9 PREA Events –

- a. Upon learning of a PREA event, the contractor shall take immediate actions to protect and provide services to the victim.
- b. Within twenty-four (24) hours of the contractor's knowledge of a PREA event, the contractor shall complete the PREA Allegation Notification Penetration/Non-Penetration Event Checklist – Residential Facilities (Attachment #5) on all PREA events and submit to the state agency.
- c. A client shall not be disciplined or punished in any way for a relationship with the contractor's personnel.

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

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

- a. The contractor must maintain all equipment and appliances in good operating order.
 - 1) The contractor shall provide carbon monoxide alarms that are digital 120V with battery backup. Alarms must follow the manufacturer's recommendations and shall provide for seventy (70) decibels at pillow level for each client.
 - 2) All emergency equipment shall be fully equipped, operational, and have current inspections. The contractor shall have emergency equipment inspected on a quarterly basis, with the exclusion of fire extinguishers, which shall be inspected not less than annually. The contractor shall keep a log of each inspection to include, date of inspection, who completed the inspection, and any noted problems.
 - Emergency equipment shall be defined as including fire extinguishers, first aid kits to include NARCAN (naloxone) or other state approved equivalent, CPR kits, etc.
 - Verification of inspection of the emergency equipment, with the exclusion of the fire extinguishers, shall be kept on a separate log for review by state agency staff upon request.
- b. The contractor must abide and have proof of compliance with local, state, and/or federal building, zoning, fire, safety, and health codes for the current year. The contractor must maintain records of such and must be available to the state agency at all times and upon request by the state agency.
- c. In the event that there is a conflict between the local standards and the requirements of the state agency, the State Fire Marshall and/or the Department of Health and Senior Services and/or the Office of Administration, Facilities Management, Design, and Construction shall be called in at the option and expense of the state agency to inspect for compliance. If such inspection identifies required changes, the contractor shall be responsible for the implementation and all expenses related to such changes.

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

2.7.2 Written Plans and Written Procedures –

- a. The contractor shall maintain, and operate in accordance with, written plans and written procedures for meeting potential emergencies and disasters, including but not limited to:
 - 1) Active shooter;
 - 2) Attempted suicide;
 - 3) Bomb threats;
 - 4) Carbon monoxide poisoning;
 - 5) Collection and control of suspected illegal contraband;
 - 6) Death;
 - 7) Earthquakes;
 - 8) Fires;
 - 9) Flooding;
 - 10) Hazardous material/chemical spill;
 - 11) Hostage situation and riot disorder;
 - 12) Medical emergency/overdose response; and
 - 13) Tornados.
- b. The written plans and written procedures shall include assignment of task and responsibility by job title, instructions for notification of authority, use of emergency equipment, and specifications of escape routes and procedures during the event. The contractor shall submit the written plans and written procedures to the state agency for review annually upon contract renewal.
 - 1) The written plan shall reference the type of warning device that shall be used for emergency situations (e.g., warning bells, whistle, or verbal instructions to the clients) and the difference, if any, for fire disasters vs. natural emergency disaster.
 - 2) The written plan shall reference the contractor's personnel (by title or job description) that shall be responsible for the use of emergency equipment, including fire extinguishers, first aid kits, CPR kits, etc. All the contractor's residential facility personnel must be certified in CPR and First Aid within the first sixty (60) calendar days of hire and must maintain the certification throughout their employment.
 - 3) Escape route plans for fire, as well as shelter routes for tornado drills, must be color identified, indicating direction of traffic flow and posted separately near exits and all movement points within the residential facility. Further, the written plans must specify the central meeting location following evacuations as well as the contractor's personnel who shall be responsible for assuring total residential facility evacuation has occurred.

2.7.3 Potential Emergencies and Disasters Drills – During periods of high occupancy and to evaluate the effectiveness of the written polices and written procedures for potential emergencies and disasters, the contractor must conduct, at a minimum, one (1) monthly fire drill and one (1) monthly tornado drill. A record of the effectiveness of the fire drills and emergency drills must be recorded on the Monthly Fire / Tornado Drill (Attachment #6).

- a. Additionally, an annual emergency drill for potential emergencies or disasters, other than the tornado drill and fire drill, identified in the Written Plans and Written Procedures, section 2.7.2, should also be conducted. The contractor shall document results of the emergency drill in oversight meeting minutes as described in the Meeting Requirements, section 2.15. The contractor shall not conduct any drills between the hours of midnight to 5:00 a.m. without advance written approval of the state agency.

2.8 Security Requirements:

- 2.8.1 The contractor’s residential facility shall provide security to monitor the client and increase public safety.
- 2.8.2 The contractor’s residential facility shall be designed to prevent unauthorized entries and exits. The contractor must receive prior approval of the state agency for any changes to the security systems.
- 2.8.3 The contractor’s security personnel providing services pursuant to the contract shall not be assigned or designated as personnel on any other contract within the same shift, with the exception of the Chief of Security. The security staff assigned to the contract shall man the security post designated to the contract. The contractor shall maintain daily logs of the contractor’s security personnel assigned to the contract and shall be available to state agency upon request.
- 2.8.4 The contractor shall provide designated security personnel in housing areas per the minimum ratio shown below. For all other residential facility areas utilized in the performance of the contract, the contractor shall provide designated personnel in the residential facility or area while clients have access. The contractor’s administrative Chief of Security shall not count toward the minimum ratio of security personnel. If separate buildings are utilized by the contractor to house clients, the contractor must provide a manned security post in each building.

CONTRACTED RESIDENTIAL SLOTS	NUMBER OF SECURITY PERSONNEL	
	Mon. through Fri., 9:00 a.m. to 3:00 p.m.	All Other Times
10 to 59 residential slots	2	2
60 and above residential slots	2	3

- 2.8.5 The contractor must operate in accordance with the state agency approved security policy, protocol, and process (refer to Implementation Requirements, section 2.3).
- 2.8.6 The contractor must provide an electronic means (electronic monitoring) of verifying the contractor’s security personnel’s activity throughout the residential facility at various key state agency approved locations.
 - a. The contractor shall maintain the electronic equipment according to the manufacturer’s specifications.
 - b. The contractor shall keep copies of all surveillance data/records for a minimum of six (6) months. Any surveillance data/record relating to an incident shall be kept until release is authorized by the state agency.
 - c. The contractor shall have a manual or paper back-up system for the electronic means. In the event the electronic means is unavailable, the contractor shall utilize the back-up system.
- 2.8.7 The contractor shall notify the state agency of any alleged or suspected security breach by no later than the next working day.

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

- 2.9.1 Accountability – The contractor must provide a plan to address accountability of clients. For purposes of this document, accountability shall be defined as knowledge of the clients’ whereabouts and activities while scheduled out for pass or employment.
 - a. The contractor must abide by the policies and procedures of the state agency relating to absconders and the state agency command center. The state agency will provide a copy of the relevant policies and procedures to the contractor upon the effective date of the contract.

- b. The contractor must advise the state agency or its representative of any leave without authorization or any late return, if three (3) hours has elapsed from the noted absence or estimated time of return for Dangerous Felons and Sex Offenders and twelve (12) hours for all other clients. The state agency will provide the contractor with a list of clients classified as Dangerous Felons and Sex Offenders.
 - 1) The contractor shall complete the warrant checklist (Attachment #7) prior to contacting the state agency command center.
 - 2) The contractor shall contact the client's Probation and Parole officer/supervisor as requested by the state agency.
 - c. The contractor must advise the state agency of all entries, exits, and violations on a daily basis at times determined by the state agency.
- 2.9.2 The contractor shall provide services that are accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided.
- 2.9.3 The contractor shall develop partnerships with organizations and employers in the community that would assist the client with Missouri Reentry Process. The contractor shall become a part of the local Missouri Reentry Process team.
- 2.9.4 House Rules – The contractor shall define in writing rules regarding the conduct and discipline of clients. The house rules should include a list of infractions, their definitions, and potential sanctions. The house rules should outline who will impose sanctions and the process to be followed by the contractor to insure the rules are enforced fairly and that the discipline imposed is appropriate and impartial. The contractor shall agree and understand that the state agency shall have review and approval authority of the house rules and any changes or modifications thereto, prior to issuance to the clients. The state agency will respond in writing within thirty (30) working days of receipt of the proposed rule changes.
- a. The house rules shall include a description of items the client shall be allowed to bring into the residential facility. In accordance with the contractor's written house rules governing the appropriateness of decorative display, clients should be allowed to keep and display personal belongings and to add personal items to the decoration of their living area.
 - b. The house rules must establish procedures to ensure that the use and location of noise producing equipment does not unduly interfere with the activities or rights of other clients. The house rules must include the hours during which such items may be in operation.
 - c. The house rules must be published in the contractor's client handbook, which shall be reviewed annually in concert with the state agency. The client handbook shall have a visible inception/revision date.
 - d. The contractor shall establish house rules specific to censored materials. Materials include, but are not necessarily limited to books, clothing, and posters. Censored materials shall include but not necessarily be limited to:
 - 1) Material that promotes violence, disorder or the violation of state or federal law;
 - 2) Material that is so racially inflammatory as to be reasonably likely to cause violence;
 - 3) Material that contains information that can be used to instill violence or hatred among the clients;
 - 4) Material that contains information on the design, construction, use or purchasing of any item which could endanger others or security of the residential facility;
 - 5) Material that portrays what appears to be illegal drugs or substances;
 - 6) Material that portrays or describes recipes or processes for brewing alcoholic beverages or manufacturing drugs;

- 7) Material that encourages or instructs in the commission of criminal activity;
- 8) Personal photographs which exhibit nudity; and
- 9) Material that depicts, describes or encourages activities which may lead to the use of physical violence or group disruption.

- e. The contractor shall not allow clients to subscribe, purchase, receive, or possess publications, videos, pictures or any other items, which promote violence, disorder, or the violation of any state or federal law, or any pornographic material.
- f. With prior approval of the state agency, the contractor may place limitations on the client's personal possessions. However, pursuant to house rules, the client shall be allowed to provide their own personal electronics, books, and magazines.
- g. For those clients whose disability inhibits their understanding of written house rules, a procedure shall be in place by the contractor to assure those clients have a thorough understanding of all house rules.
- h. The contractor shall not impose house rules that conflict with the intent of the contract requirements. The contractor shall not impose sanctions that interfere with a client's work or job seeking. The contractor's house rules and program should be developed to work in concert with the state agency, embracing the reentry process, and shall assist in assuring the client has optimal opportunity to reintegrate into society successfully.

2.9.5 Complaint Resolution – The contractor should resolve client complaints by informal resolutions with the client. The contractor shall develop and use a standardized complaint form similar to Attachment #8, Resident Complaint form.

- a. The contractor shall maintain a complaint log that identifies the client name, Department of Corrections (DOC) number, the complaint, and the resolution.
- b. The contractor should address complaints within five (5) calendar days. A copy shall be submitted to the state agency and a copy placed in the client's file.
- c. The contractor must address complaints involving discrimination, sexual misconduct, or threats of physical abuse within twenty four (24) hours. The contractor shall notify the state agency by telephone upon receiving the complaint and work in concert with the state agency to resolve the issue.
- d. Complaints against the state agency probation and parole officer shall be submitted to the state agency probation and parole officer's supervisor.
- e. The contractor shall refer complaints relative to parole board decisions to the state agency.

2.9.6 Client Files – The contractor shall maintain a file on each client. This file shall contain, as applicable, but is not limited to:

- a. Breathalyzer results (positive and negative);
- b. Incident Report;
- c. Program participation verification;
- d. Complaint forms;
- e. Consent for Release of Confidential Information;
- f. Disposition & Release of Personal Property;
- g. Drug Testing Log;
- h. Drug Test results (positive and negative);
- i. Intake Confirmation;
- j. Job search and employment verification data;
- k. Notes/directions from the probation and parole officer;

- l. Resident Complaint;
- m. Resident Medication Log;
- n. Pass Request;
- o. Reduction/Waiver of Savings;
- p. Receipt form acknowledging resident handbook rules;
- q. Residential Facility Property Inventory;
- r. Request to Operate Motor Vehicle;
- s. Request for Savings Withdrawal;
- t. Sign In/Sign Out Log;
- u. Savings payments, waivers and withdrawals;
- v. Signed intake form;
- w. Signed release of information;
- x. Signed personal property and monies;
- y. Signed inventory log;
- z. Violation Report; and
- aa. Warrant.

2.10 Client Services:

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

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

2.10.2 Residential Facilities Phase Program – All programming attended by clients shall be offered by the contractor and/or by state agency approved program providers. The contractor must provide life skills programming onsite at least two (2) times a week. The contractor's phase program must include the following three (3) phases:

- a. Phase 1 - Phase 1 shall be for up to two (2) weeks. The state agency will conduct an assessment of each client to establish a case management plan and determine the program(s) the client needs to be placed in. The contractor shall refer the client to the program(s). Phase 1 shall include the following:
 - 1) The contractor shall provide the client with an orientation/intake to the residential facility, as described in orientation, section 2.10.3.
 - 2) After an assessment is completed, the contractor shall refer the client to the program(s) which are deemed necessary by the state agency.
 - 3) The state agency will provide the client with a target program completion date during Phase 1.
 - 4) The contractor shall not allow the client to leave the residential facility during Phase 1.
 - 5) The contractor shall provide the client all intake dates of the client's program(s) before moving onto Phase 2.
- b. Phase 2 – Phase 2 shall be up to four (4) weeks. The contractor shall implement the case management plan developed by the state agency. During Phase 2, the following shall occur:
 - 1) The client shall complete all intake dates of selected program(s) (such as Substance Abuse treatment, Mental Health treatment, etc.) .
 - 2) The client shall be allowed to obtain up to six (6) hours of passes (refer to the Pass Procedure, section 2.10.11) depending on program attendance, reports from program providers, and behaviors at the residential facility.
 - 3) Once the client has attended at least two (2) weeks of programming, the client shall start employment search.

- 4) The client shall attend all program(s) for at least two (2) weeks before entering Phase 3.
- c. Phase 3: Phase 3 shall be up to six (6) weeks. During Phase 3, the following shall occur:
- 1) The client shall start employment or continue employment search.
 - 2) The client shall start submitting savings as stated in the client handbook.
 - 3) Once the client has an established savings, the client shall start a home plan search.
 - 4) The client shall be allowed to obtain up to six (6) hours of passes (refer to the Pass Procedure, section 2.10.11) depending on program attendance, reports from program providers, and behaviors at the residential facility
 - 5) The state agency will determine when the client will discharge from the residential facility.

2.10.3 Orientation – The contractor shall provide each new client with an orientation to the residential facility, the rules and regulations, program expectations, healthcare, and financial procedures. The contractor shall provide a copy of the client handbook to the client at the time of orientation. The orientation shall be conducted by a member of the contractor’s personnel at the residential facility. Verification of completed orientation and acknowledgement of house rules shall be signed by the client and the contractor’s personnel that provided the orientation. The contractor must use the Intake Confirmation form (Attachment #9) as the verification document which shall be maintained in the client’s file.

- a. Upon arrival, the contractor must provide the clients with an orientation to the residential facility showing them such areas as the laundry service, food service, fire and emergency exit routes, assembly area, recreation area, equipment location, and regulations and procedures governing such.
- b. The contractor shall provide all clients with free basic toiletry items such as soap, toothpaste, razor, etc., upon entry into the residential facility until the client has received income.
- c. The contractor shall provide addresses of medical, dental, mental health, and emergency care facilities to the client. Addresses for these facilities shall also be posted in all common areas. The contractor must advise the client that all medical care shall be at the client’s expense.
 - 1) The contractor shall provide clients with a published listing of Sexual Assault Forensic Examiners (SAFEs), Sexual Assault Nurse Examiners (SANEs), victim advocate services, and rape crisis centers. The contractor shall also post the published listing in the common area of the residential facility.
- d. The contractor must provide each client with a full explanation of all disciplinary procedures and consequences.
- e. The contractor shall review the house rules specific to the censored materials rules of the residential facility with each client.
- f. The contractor shall ensure all clients sign a Disposition and Release of Personal Property and Money form (Attachment #10) and Consent for Release of Confidential Information form (Attachment #11) during intake with the client and provide documentation on the orientation checklist that such was completed.
 - 1) If the client refuses to sign the Disposition and Release of Personal Property and Money form, the contractor shall notify the state agency within one (1) business day.
- g. The contractor shall conduct an initial inventory of the client’s personal possessions at the time of orientation. The contractor shall advise the client that the client is responsible for reporting any change in the personal inventory to the contractor and that such change shall be noted on the Residential Facility Property Inventory (Attachment #12) which shall be maintained in the contractor’s file.

- 1) Verification of completed orientation and acknowledgement of house rules shall be signed by the client and the contractor's personnel that provided the orientation. The contractor must use the Intake Confirmation (Attachment #9) as the verification document and shall maintain it in the client's file.

2.10.4 Personal Property –

- a. The contractor shall keep personal properties for a period of thirty (30) calendar days from client discharge and disposed of thereafter if not retrieved by the client, or client designee, identified on the Disposition and Release of Personal Property and Money form (Attachment #10). The contractor shall make every attempt to locate designees listed on the client's Disposition and Release of Personal Property and Money, documenting all attempts in the client file, within that thirty (30) calendar days.
 - 1) In the instances of discharge, absconders or clients failing to return to the residential facility, decisions relating to the return of property shall be made in concert with the state agency representative and shall only be kept for thirty (30) calendar days.
 - 2) Clients shall be permitted to retain a cell phone and/or tablet; however, the possession of a cell phone and/or tablet shall be subject to the rules and regulations of the residential facility.

2.10.5 Linen and Laundry Service –

- a. The contractor shall provide clean linens in good repair to each client upon arrival at the residential facility. Linens shall consist of at least one (1) pillowcase, two (2) sheets, one (1) blanket, two (2) bath towels, and two (2) washcloths. Such items must be cleaned by the contractor before being reissued.
- b. The laundry equipment shall be free of charge to the clients. The contractor shall provide laundry supplies (detergents, etc.) free of charge for those client not yet employed or unemployable. At the discretion of the contractor, the contractor may require an employed client to purchase their own laundry supplies.
- c. The contractor shall provide a written laundry schedule and any guidelines which must be included in the contractor's client handbook and must be posted in centrally located areas for the clients' review. The written laundry schedule must ensure that each client's linens are washed on a weekly basis. The contractor shall enforce the written laundry schedule.
- d. The contractor may provide the clients with a free laundry service to wash the clients' linens.

2.10.6 Food Service and Menu –

- a. For residential facilities with apartment-style housing with individual kitchens, meals will be provided and prepared by the clients for themselves:
 - 1) The contractor shall provide personnel and curriculum to assist clients with the necessary skills and techniques to develop menus and prepare nutritional meals within a budget.
 - 2) The contractor shall provide all meals to the client for the first three (3) calendar days of residence or until such time as the client has been provided an allowance to shop for food.
 - 3) The contractor shall review and approve all grocery lists and menus prepared by the client. The contractor shall spot check menus and grocery lists minimally once every two (2) weeks.
 - 4) Menu plans must include at least the minimum adult level of caloric intake and nutritional levels of the basic food groups as recommend by the United States Department of Agriculture.

- 5) The client shall shop to obtain groceries in accordance with the approved grocery list; however, the contractor shall have a system in place to pay for the groceries in accordance with Food Allowance Calculation Form and Food Allowance Chart (Attachment #13).
- b. For residential facilities with cafeteria-style dining where meals are provided and prepared by the contractor for clients:
- 1) The contractor shall provide three (3) meals per day with at least one (1) hot meal provided to each client daily. Prior to the receipt of clients and a month prior to implementing food service and at times requested by the state agency, the contractor shall provide a written food service plan to the state agency for approval.
 - The contractor shall make arrangements to provide a hot meal for those clients unable to return to the residential facility for the scheduled hot meal, due to work or assigned offsite treatment/referrals.
 - 2) The written food service plan shall include the contractor's master menu, shall name the person in charge of food operations, list the duties that person may delegate to others, and list the working hours for the personnel preparing meals.
 - For purposes of this document, master menu shall be defined as a monthly calendar outlining all three (3) daily meals.
 - The contractor shall provide a variety of meals and shall not repeat meals within a ten (10) calendar day time frame.
 - Ready-made / frozen dinners shall not be part of the master menu.
 - Only one (1) meat alternative meal shall be served per day. Two (2) meals per day shall serve meat, unless otherwise requested by the client.
 - A working microwave shall be accessible to clients in the dining area. Use of the microwave shall be free of charge to the clients.
 - The contractor shall provide ample quantity of condiments (ketchup, mustard, mayonnaise, napkins, salt, and pepper) for each meal. Individually packaged serving size of condiments along with an individually wrapped plastic fork, spoon, or spork, if needed, must be provided with sack lunches.
 - The contractor shall provide ample quantity of non-dairy creamer, sugar, sugar substitute, and stirrers when a hot beverage is served.
 - If requested by the state agency, the contractor shall have menus reviewed and approved by a Registered Dietitian.
 - Special Dietary Need – The contractor shall accommodate special dietary needs to the extent possible. At a minimum, the contractor shall provide a low sugar or sugar-free alternatives for high sugar or high fat menu items (e.g., a piece of fruit as an alternative for a piece of chocolate and provide sugar substitute packets for sugar packets).
 - 3) All meals shall be prepared by the contractor's personnel. The contractor shall not delegate food preparation to any clients unless the contractor has a state agency approved educational/vocational program to instruct clients in food service.

- The contractor shall submit a curriculum for the educational/vocational food services program to the state agency for approval prior to implementation of the program.
- 4) The contractor shall plan all menus to meet nutritional standards as specified by the United States Department of Agriculture (USDA). The contractor shall provide at least two thousand four hundred (2,400) calories per client, per day, including a minimum of the following on a daily basis:
- Three (3) servings of fruits (1/2 cup is considered one (1) serving)
 - Three (3) servings of vegetables (1/2 cup is considered one (1) serving)
 - Three (3) cups dairy/milk
 - Three (3) servings of meat or meat alternative (3 ounces of meat, 2 cups dried beans, 1/2 cup eggs, 3 ounces of cheese, and 1/3 cup peanut butter are considered one serving)
 - Beverages – The contractor shall provide at least the following on a daily basis:
 - ✓ Breakfast – The contractor must provide at least eight (8) ounces of coffee and eight (8) ounces of milk for each client. In addition to the eight (8) ounces of milk, the contractor must provide an additional four (4) ounces of milk per client if cereal is on the menu.
 - ✓ Lunch – The contractor must provide at least an eight (8) ounce beverage for each client.
 - ✓ Dinner – The contractor must provide at least eight (8) ounces of an alternative drink, other than water and eight (8) ounces of milk, for each client.
- 5) In addition to the minimums per day specified above, the contractor must include the following for each meal specified. If applicable, any of the following requirements may be used to assist the contractor in complying with the minimums specified above.
- Lunch at the residential facility – The contractor must provide lunch with a minimum of three (3) ounces of meat in a sandwich, one (1) vegetable serving, and one (1) fruit serving.
 - Sack lunch for when the client is away from the residential facility – The contractor must provide lunch as a sack lunch with a minimum of two (2) sandwiches with meat, one (1) vegetable serving, one (1) fruit serving, snack chips, and a beverage for each client. The same beverage shall not be provided two (2) consecutive days.
 - Medically-Necessary Evening Snack – If the client requires a medically-necessary evening snack, the contractor must provide at least one (1) ounce of meat per serving (peanut butter, cheese, or other meat) and one (1) fruit serving.
 - Alternatives/Choices – If meat or eggs are on the menu for any meal (breakfast, lunch, and dinner), the contractor shall provide a meatless alternate which must consist of (1) 2-3 ounces cheese or (2) 1/3 cup peanut butter. The contractor shall understand that the client shall be permitted to choose one or the other alternate, but not both.

2.10.7 Food Preparation and Storage Requirements –

- a. The contractor shall only utilize food products that are fresh, wholesome, and processed under sanitary conditions. All raw food products must have undergone inspection (federal, state, or local) for wholesomeness. All food products must be federally graded where Federal grades are applicable and must meet or exceed the grade specifications, if applicable, listed below.
 - 1) Canned fruits
 - 2) Canned vegetables
 - 3) Dairy Products – Grade A: whole, skim or low fat
 - 4) Eggs – USDA Grade A (medium)
 - 5) Fresh produce and fruits – #1 quality
 - 6) Meats, poultry, and fish:
 - Beef – USDA select
 - Ground Beef Bulk or Patties – USDA select 80% lean
 - Poultry – USDA Grade 1
 - Fish – US Grade A, Packed in USDC federally inspected seafood plant
- b. The contractor must store all food at safe temperatures and must handle all food in a safe and acceptable manner as established by the County Health Department’s food service practice. The contractor shall chill, maintain, and store cold food at a temperature between 34°F and 40°F. The contractor shall ensure that the food items which require cooking must be cooked to a temperature of 165°F and must maintain hot foods at or above 135°F.
- c. The contractor shall conduct food operations in a sanitary manner to prevent attraction of insects, vermin, and rodents.
- d. In the preparation and handling of food, the contractor and the contractor’s personnel shall abide by all pure food and drug laws and ordinances, rules, and regulations regarding sanitation and shall adhere to all health standards and provisions for personnel’s health, including accident and acute illness, according to applicable federal, state, and local laws.
 - 1) The contractor shall ensure that all areas, equipment, personnel, and procedures used in fulfilling the requirements stated herein are in compliance with the Department of Health 1999 Food Code (19 CSR 20-1-1.010).
 - 2) The contractor shall submit a copy of each Health Department Inspection Report and any deficiencies or problems identified on the report and the actions taken to rectify the deficiencies to the state agency by no later than twenty (20) calendar days after the contractor’s receipt of the report.
- e. The contractor shall furnish all material, labor/personnel, facilities, equipment, utensils, and supplies necessary to prepare the meals and snacks as required herein.

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

- a. The contractor shall establish reasonable visiting hours that shall constitute a minimum of six (6) hours per week.
- b. The contractor must post the visiting hours schedule in an area accessible to clients and visitors. The schedule shall be documented in the house rules. Visitation relating to clients that are sex offenders shall be in accordance with state agency policies and procedures made available to the contractor upon the effective date of the contract.

- 2.10.9 Drug Testing and Breath Analysis – The contractor shall conduct drug testing (urine specimen) and breath analysis in accordance with the following:
- a. The contractor shall conduct an intake urinalysis (UA) upon the client’s arrival at the residential facility.
 - b. The contractor shall conduct random drug testing each calendar month equal in number to a minimum of thirty percent (30%) of the contracted residential slots. The contractor shall supply the drug testing kits.
 - c. The contractor shall conduct drug testing on any client based on suspicion of use, late return from pass time (or, if applicable, employment), and at the request of the state agency.
 - d. Based upon suspicion of use, the contractor may conduct additional drug tests on the clients at the expense of the contractor.
 - e. The contractor shall utilize a laboratory or on-site testing, which shall, at a minimum, test for the following:
 - 1) Amphetamines;
 - 2) Barbiturates;
 - 3) Benzodiazepines;
 - 4) Cocaine;
 - 5) Marijuana;
 - 6) Opiates; and
 - 7) PCP.
 - f. Each time a drug test is performed, an alteration test for masking and dilution must be conducted.
 - g. The drug test(s) shall be performed at no cost to the individual client.
 - h. If a client requests confirmation of a positive drug test, the contractor shall provide confirmation at the expense of the client.
 - i. The contractor must maintain a Drug Testing Log (Attachment #14), which shall affirm that drug testing was completed as required. The contractor shall record the date the drug test was taken and the date the results were received. The contractor’s case manager shall document the positive or negative results and place in the client’s file.
 - j. The contractor shall have a procedure that addresses the collection, control, and testing of client urine specimens. The procedure shall:
 - 1) Ensure the confidentiality of all test results;
 - 2) Meet or exceed state agency standards and procedures; and
 - 3) Be approved by the state agency’s Chief of Drug Testing Services and the state agency.
 - k. The contractor shall have capabilities for administering portable breath tests (PBT). The contractor shall understand and agree that balloon tests shall not be acceptable. The contractor must document the results of the PBT for clients suspected of alcohol intake in the client’s file.
 - 1) The PBT shall be calibrated in accordance with manufacturer specifications or at least one time per year, whichever is greater.

- 2) The contractor shall document verification of calibration and provide such for review by state agency upon request.
 - l. At least once daily, the contractor shall utilize appropriately trained personnel to administer a PBT on clients that are returning to the residential facility by entering the reading of the PBT on the sign in/sign out log (Attachment #15).
 - m. The contractor shall conduct a PBT on each client returning late from an authorized pass or returning late from an unauthorized exit (or, if applicable employment). The contractor shall document the reading of the PBT on the sign in / sign out log (Attachment #15).
 - n. The contractor shall conduct a second test for confirmation on a positive PBT after waiting fifteen (15) minutes but no later than thirty (30) minutes. During this time, the client should not be allowed to smoke or ingest anything by mouth.
- 2.10.10 Sign-In and Sign-Out Procedures – The contractor shall establish daily sign-in and sign-out procedures for all times the client will be absent from the residential facility which will primarily include employment, job seeking, medical appointments, and as stated below.
- a. Clients under the jurisdiction of the state agency may, under exceptional circumstances, request permission for out of state travel and be granted such with prior state agency approval.
 - b. If a client is in a support group, or other approved services outside the residential facility, the activity must be documented on the sign in / sign out log (Attachment #15).
 - c. Sign outs may be allowed for legitimate related purposes necessary for the client’s success in the program and reintegration into the community (e.g., picking up clothes, identification, registration, court, medical, social security cards, or other appointments) and shall be granted for a specified period of time. This sign out shall not be for the purpose of recreation/visitation. The contractor shall use the state agency sign in / sign-out log (Attachment #15).
 - d. If a client elects to attend religious services, the client may sign out for such; however, religious services must follow pass procedures as indicated in the Pass Procedure, section 2.10.11, described herein.
- 2.10.11 Pass Procedure –
- a. All pass requests must be reviewed and approved by the state agency prior to granting the pass. A pass shall be defined as a period of time away from the residential facility. The residential facility records must document the state agency’s prior approval on all pass requests (Attachment #16).
 - b. All passes shall be in accordance with the state agency format.
- 2.10.12 Health Care – The contractor must provide and maintain a listing of hospitals, clinics, and physicians who can provide medical care and emergency services. Health care information shall be included in the contractor’s client handbook and posted in centrally located areas.
- a. Clients shall be responsible for all health care expenses.
 - b. Unless alternative arrangements are otherwise agreed to in writing between the contractor and state agency, the state agency will provide the contractor with a secure container for the client’s use to store all prescribed medications. The contractor shall provide a secure environment for the container to which only the contractor can provide access for the client.
- 1) The contractor shall provide a system allowing the client to access their individual medication(s).

- 2) The contractor shall provide a paper log sheet/system for each client to record their medication administration. The client medication log shall include, at minimum, the information on the Resident Medication Log, Attachment #17. In the presence of the contractor's personnel, clients shall be responsible for all inventory and log entries. The contractor's personnel shall verify the client's log entries by initialing said entries.
- 3) The contractor shall review the log entries daily. If the client does not take medications as prescribed, the contractor shall notify the state agency by telephone, e-mail, or fax if medications within one (1) working day of the client not taking the medication as prescribed. The state agency shall be notified within eight (8) hours if the medication is not taken as prescribed and could result in serious harm to self or others.
- 4) Written notification shall be provided to the state agency of any client refusing or failing to take medication as prescribed. Notification shall be provided on a violation or incident report and shall include the client name, number, date and time of the occurrence, and the name of the medication that the client refused or failed to take.

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

2.10.13 Programming – The contractor shall assist the client with skills that would benefit the client in community reentry. The contractor shall engage the client in programming services within two (2) business days of arrival at the residential facility.

a. Life Skills (LS) Instruction – The contractor shall provide or coordinate programs to develop skills that would benefit the client in community reentry.

- 1) The contractor's Life Skills curriculum shall include groups that provide education in a variety of formats including but not limited to guest speakers, pamphlets, videos, and sharing information in a group forum. Prior to utilization, the Life Skills curriculum utilized by the contractor shall be approved by the state agency.
- 2) At the minimum, Life Skills instruction should include the following:
 - Budget and finances;
 - Computer, internet, cellphone, and social media use;
 - Current issues concerning clients in the residential facility;
 - Diet and nutrition;
 - Interpersonal relationships;
 - Parenting support to include parenting classes, child support coordination and family court support;
 - Sanitization and cleaning;
 - Self-care and hygiene;
 - Sexual wellness;
 - Shopping;
 - Utilizing public transportation; and
 - For residential facilities where meals are prepared by the client:
 - Food preparation and storage;
 - Meal planning; and
 - Recipe sharing and menus.
- 3) The contractor shall provide a minimum of two (2) hours of Life Skills instruction per week for each client.

- 4) The contractor shall document participation in Life Skills instructions and include the participation documentation in the client's file.
- b. Job Development and Maintenance – The contractor shall provide or coordinate for the development and identification of potential employment opportunities for the clients, taking into consideration each client's background, experience, training, and feasibility of securing employment. Personnel providing services shall be approved by the state agency. Arrangements for interviews, transportation and personal introductions may be included. When the client is employed, the contractor shall provide employment monitoring.
- 1) The contractor shall develop partnerships with organizations and employers in the community that may assist the client with employment and employment training opportunities.
 - 2) If employable, the client shall be required to secure employment and continue with assigned reentry activities.
 - 3) The contractor shall encourage clients to obtain and maintain the best possible employment suitable to the client's individual needs and circumstances to ensure successful community reentry.
 - 4) The contractor shall provide access to suitable clothing for job search to assist the client with securing employment.
 - 5) The contractor shall document participation in job development and include the participation documentation in the client's file.
- c. Mental Health Services – The contractor shall provide or coordinate with mental health treatment services with a provider approved/accredited by the Missouri Department of Mental Health.
- 1) The mental health treatment services shall include individual and group counseling services, access to medication, and mental health case management services.
 - 2) The contractor shall document participation in mental health treatment services and include the participation documentation in the client's file.
 - 3) Documentation shall include diagnosis, treatment plan, and medications.
- d. Cognitive Behavioral Therapy – The contractor shall provide or coordinate cognitive behavioral therapy with a provider approved/accredited by the state agency.
- 1) The Cognitive Behavioral Therapy curriculum shall include groups that provide education in a variety of formats including but not limited to guest speakers, pamphlets, videos, and sharing information in a group forum.
 - 2) The contractor shall coordinate a minimum of one (1) hour of Cognitive Behavioral Therapy per week per client.
 - 3) The contractor shall document participation in Cognitive Behavioral Therapy and include the participation documentation in the client's file.
- e. Substance Use Disorder Treatment Services – The contractor shall provide or coordinate substance use disorder treatment services with a provider approved/accredited by the Missouri Department of Mental Health.

- 1) The Substance Use Disorder curriculum shall include groups that provide education in a variety of formats including but not limited to guest speakers, pamphlets, videos, and sharing information in a group forum.
 - 2) The contractor shall provide at least two (2) weekly support group meetings on-site at the residential facility.
 - 3) The contractor shall document participation in Substance Use Disorder Treatment services and include the participation documentation in the client’s file.
- f. Network of Service Providers – The contractor shall develop and implement a network of service providers to provide needed services to assist clients 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 <input type="checkbox"/> State ID <input type="checkbox"/> Driver’s License <input type="checkbox"/> Social Security Card <input type="checkbox"/> Birth Certificate	
Job Readiness / Employment Services / Activities		
Transportation Assistance		
Food Assistance		
Clothing		
Substance Use Disorder Treatment <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> Aftercare	Education Services <input type="checkbox"/> GED/ABE <input type="checkbox"/> Vocational Training <input type="checkbox"/> College <input type="checkbox"/> Vocational Rehabilitation	
Mental Health Treatment <input type="checkbox"/> Outpatient <input type="checkbox"/> Residential <input type="checkbox"/> Medication Services		
Family Services <input type="checkbox"/> Child Care <input type="checkbox"/> Parenting Support <input type="checkbox"/> Family Reunification <input type="checkbox"/> Family Counseling <input type="checkbox"/> Domestic Violence Counseling <input type="checkbox"/> Anger Management	Financial Assistance <input type="checkbox"/> Savings Account <input type="checkbox"/> Checking Account <input type="checkbox"/> Financial Management <input type="checkbox"/> Child Support <input type="checkbox"/> Supplemental Security Income/SSDI	
	Health Services <input type="checkbox"/> Dental <input type="checkbox"/> Medical <input type="checkbox"/> Eye	
	Lifeskills	Mentor Services
	Other Approved Services	

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

- a. The contractor must institute and implement procedures to collect mandatory savings. The contractor shall establish a residential facility savings account at a Federal Deposit Insurance Corporation (FDIC) insured financial institution. The state agency shall be joint custodian on the account with signatory authority. The contractor may establish one residential facility savings account to deposit all client savings. The contractor shall provide the client with a receipt whenever a deposit is made for such client. The contractor must maintain a savings document in a state agency approved format for each

client and maintain it in the client's file noting all savings deposits, all savings withdrawals, and the client's current savings balance. If requested by the state agency, the contractor must allow the state agency to review the savings document. At a minimum, the contractor's procedures must include actual practice evidence of the bank reconciliation to the contractor's individual ledger accounts of each client with documentation of all adjustments. This requirement will become a part of the state agency's financial audit.

- 1) Clients are required to save a minimum of fifty percent (50%) of their gross income in a residential facility savings account, which shall be released in the form of a check made payable to the client by the contractor to the client upon successful completion of programming unless the client is transferring to another residential facility. If requested by the state agency, the contractor shall assist the client in getting the check cashed. If the client transfers to another residential facility, then the savings account shall be released by the contractor to the receiving residential facility and the client. This requirement will become a part of the state agency's financial audit.
 - 2) Clients receiving social security benefits or clients that are self-employed shall be required to save a minimum of fifty percent (50%) of their income in a residential facility savings account, which must be released by the contractor to the client upon successful completion of programming.
 - 3) Clients who are required to provide their own meals are required to save a minimum of thirty percent (30%) of their gross income, regardless of the source of the income.
- b. The contractor shall collect the savings from the client on the date the client is paid, or, if the client returns to the residential facility after the contractor's normal business hours, the contractor shall collect the savings the next business day. The contractor shall prepare a receipt that both the contractor and client shall sign showing the amount collected. A copy of the receipt shall be given to the client.
- 1) Savings collections may be reduced or waived for any given pay period, with prior written approval from the state agency. In individual instances, the reduction or waiver, with justification using the Request for Reduction / Waiver of Savings form (Attachment #18), shall be approved by the state agency and must be included in the client's file.
 - 2) Regardless of the savings account balance, waivers or reductions of savings may occur to ensure the client has at least fifteen dollars (\$15) per week for transportation, clothing, shoes, etc., relating to employment.
 - 3) Withdrawals from savings may occur with prior approval of the state agency as attested by signature on a Request for Savings Withdrawal (Attachment #19).
 - 4) In instances where continued legal obligations such as child support are required, one (1) waiver may be completed which shall remain in effect for the client's entire residency. The obligation shall be clearly detailed on the waiver and shall be signed by the state agency.

2.11 Transportation and Driving Privileges:

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

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

- 1) In instances such as inclement weather, holidays, etc., when public transportation is not available, the contractor shall provide transportation to meet the needs of the client.
- b. The contractor shall provide the transportation schedule in the contractor's client handbook and post the transportation schedule in a centrally located area.
- c. If the contractor elects to utilize taxi cabs as an option of transportation, all costs exceeding that of public transportation shall be at the contractor's expense and shall not be charged to the client.
- d. The contractor shall make every effort to secure funds to assist the client with bus passes and transportation to mandatory appointments and job searches, until such time the client is receiving income.

2.11.2 Vehicle Requirements – If the contractor transports clients, the contractor shall comply with the following:

- a. The state agency reserves the right to inspect any vehicle(s) to be used in the performance of the contract. The state agency reserves the right to approve or reject any of the contractor's vehicles.
- b. The contractor shall furnish vehicles that, at a minimum, satisfy all of the following requirements:
 - 1) Meet all state and federal safety standards;
 - 2) Legally licensed;
 - 3) All vehicles shall have an available seat that is securely fastened to the floor of the vehicle for each passenger;
 - 4) All vans and buses shall have accessible emergency exit(s) with appropriate emergency procedures posted in compliance with Federal Motor Vehicle Safety Standard No. 217;
 - 5) All vans and buses shall have a stationary or removable step to aid entry and exit of the vehicle. This step shall be capable of safely supporting three hundred pounds (300 lbs.); shall be placed no more than twelve inches (12") above ground level; and shall have a nonskid top surface no less than eight inches by twelve inches (8" x 12"). Removable steps shall be properly secured while the vehicle is in motion;
 - 6) Equipped with the following safety equipment:
 - Cars and vans shall have a useable seat belt, including seat belt extenders as needed, for each person being transported;
 - Extra electrical fuses;
 - Fire extinguisher;
 - Three (3) reflective triangles or Emergency Flare Kit;
 - Spare tire and jack unless the driver is radio/phone equipped and able to summon assistance;
 - Flashlight;
 - Ice scraper;
 - Emergency first-aid kit; and
 - Blood-borne pathogen kit.
 - 7) Maintained, on a daily basis, in a clean, safe, and reliable mechanical operating condition.
- c. The contractor shall follow 49 Code of Federal Regulations Part 38 for vehicle requirements when transporting a client remaining in a wheelchair during transport.

- d. The contractor shall maintain documentation, available at the request of the state agency, for the following:
 - 1) Tire rotation and replacement;
 - 2) Oil changes;
 - 3) Maintenance schedule and completion dates; and
 - 4) Inspection and renewal of licenses.
- e. The contractor shall maintain vehicles that transport clients and document maintenance resulting from, but not limited to:
 - 1) Accidents, breakdowns and road service (numbers, types, frequency, etc.);
 - 2) Vehicle inspections including, at a minimum, cleanliness, safety, and equipment; and
 - 3) Preventive maintenance including, daily vehicle pre/post-trip inspection reports, and scheduled service.

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

- a. The state agency reserves the right to approve or reject any of the contractor's drivers.
- b. The contractor shall provide the state agency with a list of the drivers, substitute drivers, and attendants, prior to the driver performing service under the contract. In the event the driver(s), attendant(s), and/or substitute driver(s) change, the contractor must provide the state agency with an updated listing prior to any change.
- c. The contractor’s drivers, substitute drivers, and attendants, unless otherwise specified below, must have experience and education including completion of safety courses, driver training courses, passenger assistance courses, etc. Driver training must include:
 - 1) Defensive driving (drivers only);
 - 2) Driver sensitivity, awareness and communications;
 - 3) Use of mobility equipment (walkers, canes, crutches, braces, etc.);
 - 4) Methods of handling wheelchairs;
 - 5) Hands-on assistance (body mechanics, such as methods of moving, lifting, and transferring clients with mobility limitations or who use assistive devices);
 - 6) Operation of lifts, ramps, and wheelchair securement devices if the vehicle to be operated is equipped with such;
 - 7) Use of a fire extinguisher;
 - 8) Methods of keeping accurate and accountable records or reports;
 - 9) Instructions on proper actions to be taken in problem situations (e.g., crisis management, emergency evacuations and procedures, seizure disorders, passenger abuse and neglect, and vehicle breakdowns);
 - 10) Basic first aid;
 - 11) Guidelines on when to attempt first aid or when to take alternative action; and

- 12) Instruction on universal precautions regarding handling body fluids, including how to use a blood-borne pathogen kit.
- d. The contractor shall ensure the following credentialing requirements regarding drivers, substitute drivers, and attendants, are met:
- 1) Drivers have appropriate and valid driver's license;
 - 2) Attendants have appropriate certification or license for the function the attendant is performing;
 - 3) The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after issuance of the Notice of Award by the Division of Purchasing;
 - 4) The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials;
 - 5) Current laws regarding drug and alcohol testing are enforced;
 - 6) The driver's health record shall contain documentation signed by the driver, that no physical or health limitation exists that prevents competent operation of the motor vehicle or ability to assist any participant in and out of the vehicle who requires or requests such; and
 - 7) The state agency will conduct a Department of Revenue driving record check on each potential driver prior to the driver providing services. The contractor's drivers should have at least one (1) year of safe driving experience as verified from the Missouri Department of Revenue or the state licensing agency of residence.
- e. The contractor shall exclude any driver or attendant from providing services under the contract that meets any of the criteria specified below:
- 1) Have any felony criminal convictions, or have pled guilty to any felony offense or have pled nolo contendere to any felony crime or have been found guilty of any felony offense in this state or any other state, including a suspended imposition of sentence, which if committed in Missouri would be a class A or B felony violation of chapter 565, 566 or 569, RSMo, or any violation of subsection 3 or 4 of section 198.070, RSMo, or section 568.020, RSMo, or any felony offense wherein the offense occurred five (5) years or less immediately prior to delivery of services if such offense involved theft, theft by deceit, fraud, forgery, stealing, or the sale or possession of contraband drugs;
 - 2) Has ever pled guilty or nolo contendere to any offense or been convicted of any offense or been found guilty of any offense, misdemeanor, or felony of a sexual nature or involving violence, including a suspended imposition of sentence;

- 3) Whose name is listed on the Department of Health and Senior Services Family Care Safety Registry, unless a Good Cause Waiver has been obtained from the Department of Health and Senior Services;
 - 4) Have failed to renew their license or certification registration or have had their professional license or certification revoked;
 - 5) Have been terminated by the state agency;
 - 6) Have been convicted of fraud or abuse; or
 - 7) Have been identified as having Office of Inspector General (OIG) sanctions (the contractor can access OIG sanction information on the Internet at <http://exclusions.oig.hhs.gov/>) and shall maintain documentation of verification of the OIG sanctions.
- f. The contractor shall not hire, retain, or utilize the services of a driver who:
- 1) Has been convicted of driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services;
 - 2) Has had their driver/chauffeur's license revoked within three (3) years prior to delivery of services;
 - 3) Has limitations or restrictions that would interfere with safe driving. For example, but not limited to, medical conditions, ignition interlock restriction, or prescribed medication that would interfere with the safe, lawful operation of a motor vehicle; and
 - 4) Has a communicable disease which may pose a threat to the health and well-being of the client.
- g. The contractor's drivers, substitute drivers, and attendants shall not be assigned to other duties while assigned to drive, substitute drive, or act as an attendant. For example, a driver shall not also provide security duties while assigned driving duties.
- h. The contractor's drivers and substitute drivers must drive in a careful and prudent manner, exercising the highest degree of care at all times, and must observe and comply with all rules of the road and traffic regulations.
- i. The contractor's drivers and substitute drivers must provide all services in accordance with all applicable state laws and in accordance with all rules and regulations of the state agency.
- j. If requested by the state agency, the contractor shall investigate a driver's or substitute driver's performance. The state agency shall have sole authority to determine the acceptability of any driver or substitute driver to continue providing services.
- k. The contractor shall ensure the drivers and substitute drivers observe the following provisions:
- 1) Assure that all clients are seated before vehicle is put into motion;
 - 2) Require clients to use seat belts;
 - 3) Disallowance of firearms, alcoholic beverages, unauthorized controlled substances, or highly combustible materials to be transported in vehicle;
 - 4) Allow service animals in the vehicle, as needed; however, other animals shall not be allowed;
 - 5) Assure that all packages are safely stored before putting the vehicle in motion;
 - 6) Assist each client in entering and exiting the vehicle as needed;
 - 7) Assure that clients enter and exit the vehicle in unobstructed and safe locations;

- 8) Observe all posted speed limits, traffic rules, and modify driving according to weather hazards;
- 9) Not use alcohol or other controlled substances unless prescribed by a licensed health care provider prior to or while driving;
- 10) Not use any prescribed or over-the-counter medication that may impair driving ability prior to or while driving;
- 11) Driver code of conduct as established by the contractor;
- 12) Not smoke or use other tobacco products during transport of clients;
- 13) Submit to random drug screening, alcohol screening, or both; and
- 14) Use of only hands-free calling devices during transport.

2.11.4 Client Driving Privileges – The state agency may permit clients to drive while residing at the residential facility to employment and approved appointments.

- a. A client may submit a Request to Operate a Motor Vehicle (Attachment #20) to the state agency. The client may operate a motor vehicle only with prior approval of the state agency. The following criteria must be met prior to the granting of the request:
 - 1) Proof of current license and insurance. Clients with current driver's licenses must have the licenses renewed to prevent expiration;
 - 2) Proof of responsible behavior as demonstrated by the client and file documentation;
 - 3) Review of traffic record by the state agency;
 - 4) Copies of a valid driver's license/chauffeur's license (both sides), insurance face sheet and vehicle registration attached to the request;
 - 5) The client must agree that his/her license and any keys must be surrendered to the contractor upon return to the residential facility at the end of each day; and
 - 6) The client has been advised that any infraction may result in the loss of driving privileges.
- b. Clients may take the driver examination test while a client of the residential facility.
- c. Clients may have an operable motor vehicle at the residential facility, if prior approval is received from the state agency. The contractor shall provide free on-site parking for the client's vehicle.

2.12 Personnel Requirements:

- 2.12.1 The contractor and the contractor's personnel must comply with all requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include personnel provided by the contractor.
- 2.12.2 The contractor shall provide sufficient personnel to perform the services required herein. The contractor shall ensure all personnel have appropriate training, education, experience, and orientation to fulfill the requirements of the assigned position.
- 2.12.3 Within five (5) days of changes in the contractor's personnel, the contractor shall provide the state agency with an updated organizational chart including and annotating vacancies.
 - a. The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.12.4 The contractor shall provide the following key personnel:

a. Leadership Team -

1) Residential Facility Director –

- The contractor’s residential facility director should have a four (4) year degree in business, psychology, counseling, or similar field or should have at least four (4) years of related experience.
- The contractor’s residential facility director shall have clear authority over general administration and implementation of the provisions and requirements herein.
- The contractor shall have a full-time residential facility director on-site during the state agency core hours of operation, plus/minus one hour before or following the core hours of 8:00 a.m. and 5:00 p.m., excluding state holidays and weekends. A list of state holidays may be found on the State of Missouri website <https://oa.mo.gov/commissioner/state-holidays>.
- The contractor shall maintain a residential facility director designee to act on behalf of the contractor’s residential facility director on site during state agency core hours plus/minus one hour before or following the core hours of 8:00 a.m. and 5:00 p.m., excluding state holidays and weekends. The residential facility director designee must have the appropriate credentials and experience to have administration of the residential facility.

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

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

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

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

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

2.12.5 The contractor shall provide qualified personnel for the professional positions and responsibilities listed in the awarded proposal, and at the level warranted and presented in the Employee Expense Charged to Contract form (Attachment #3). For any vacated position, the contractor shall provide the state agency with documentation that validates a good faith effort on the part of the contractor to fill the vacant position. If the position is vacated for a period longer than 45 calendar days, such position(s) shall be considered vacant and the state agency shall reduce the contractor’s total monthly payment by an amount not to exceed the total salary included in Employee Expense Charges to Contract form (Attachment #3).

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

- a. At a minimum, the contractor's personnel assigned to provide services under the contract must be certified in Cardiopulmonary Resuscitation (CPR) and First Aid within the first sixty (60) calendar days of hire and must maintain the certification while providing services.
- b. The state agency will complete a criminal record and background check on all potential personnel.
 - 1) Within five (5) calendar days after state agency authorization to proceed with services and any time thereafter when requesting to hire new staff, the contractor shall provide the state agency with the following:
 - A completed Authorization for Release of Information (Employee) form (Attachment #21) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.
 - A State of Missouri/Department of Corrections Confidentiality Oath (Attachment #22) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.
 - 2) During the birth month of each of the contractor's personnel providing services, the contractor shall request the state agency conduct an annual criminal record and background check.
- c. The contractor shall understand and agree that clients under active federal or state felony or misdemeanor supervision must receive written state agency approval prior to becoming an employee of the contractor for the services provided herein. The contractor's personnel with prior felony convictions and not under active supervision must receive written state agency approval prior to providing services.

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

2.12.8 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

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

- a. The state agency shall provide the contractor with a written explanation as to why the state agency finds the personnel to be unacceptable and a written explanation of any personnel problems. In addition, the state agency will provide the contractor with a written time frame for replacement of personnel. In such instances, the contractor must maintain the number of Full Time Equivalent (FTEs) in the personnel plan included with the contractor's awarded proposal.
 - 1) For the purposes of the contract, minimum staffing shall be defined as including the individual positions listed in the contractor's Employee Expense Charged to Contract form (Attachment #3) The contractor shall maintain minimum staffing levels throughout all periods of the contract.
 - 2) For the purposes of the contract, an FTE shall be defined as a contractor position working 2080 hours annually.

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

- a. The written personnel policies should contain standards for all personnel.
- b. The written personnel policies should address issues such as hiring practices for diverse personnel, retention, recruitment, promotions, grievance procedures, staff development, training, performance appraisals, benefits, disciplinary procedures, and terminations.
- c. The contractor's written policies shall define ethical and professional relationships that shall be maintained between contractor's personnel and clients. 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 clients or groups of clients.
- 2) Contractor's personnel shall not engage in any personal or business relationship with any client under the state agency's jurisdiction or with a client that has been a program participant within the last two (2) years, or the client's family.
- 3) Contractor's personnel shall not use their official positions to secure or receive advantages, gifts, money, or favors from clients, their families, or associates.
- 4) Contractor's personnel shall value the human worth and dignity of all clients by respecting the individual, recognizing diversity, and treating all clients fairly.
- 5) Contractor's personnel shall not abuse clients verbally or physically.
- 6) Contractor's personnel shall recognize the client's right to privacy and adhere to confidentiality rules.
- 7) Contractor's personnel shall report any attempt to violate these guidelines immediately to the contractor's facility director who shall in turn report to the state agency.

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

- a. The contractor shall verify and provide documentation to the state that the original degree/diploma/certified transcript was reviewed by the contractor prior to hire.
- b. The contractor shall provide a check list of all required documents at the front of each employee file.

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

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

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

2.12.15 The contractor shall supervise contractor-assigned personnel to provide services. The unique nature of working with clients, including safety and security issues, requires the state agency to carefully monitor the

contractor's personnel. Any concerns the state agency has regarding a member of the contractor's personnel, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the contractor.

- a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor must provide a means, and orient the personnel to such means, of resolving complaints or problems.
- b. Because of the unique nature of the work, close cooperation between the contractor's personnel and state agency will be required. However, the contractor must ensure that contractor's personnel work the correct hours, receive correct pay, have the tools required to perform assigned duties, receive additional job training as needed, and have adequate supervision.
 - 1) Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination or any other matters.
 - 2) The contractor shall provide written communication to the state agency regarding the personnel action taken based on the complaint(s) or problem(s) regarding any of the personnel's work.

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

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

2.13 Training Curriculum:

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

- a. The contractor shall not allow any personnel who are newly assigned to a position to perform job duties until training is completed, unless under direct and immediate supervision.
- b. The contractor shall provide a training checklist, or comparable form, to verify all required training has been completed. The training checklist shall be located in the employee personnel file.

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

2.13.3 Within seven (7) calendar days of employment, the contractor's personnel shall be trained in the proper emergency procedures indicated in the Written Plans and Written Procedures, section 2.7.2, herein and shall receive appropriate training for those procedures for which responsible. The contractor's personnel shall sign a form, which shall be witnessed and signed by the person's immediate supervisor, signifying understanding and training in these procedures.

- 2.13.4 The contractor shall provide and/or participate in sixteen (16) hours of cross training annually on a calendar year basis (January – December). The contractor shall not require new employees to attend cross training until the employee has completed ninety (90) calendar days of employment.
- 2.13.5 The contractor shall provide annual continuing education and training for personnel that shall address areas pertinent to the contract and client management, behavior, or security.
- 2.13.6 The contractor and the contractor's personnel shall participate in any training provided by the state agency as deemed necessary to ensure successful compliance with the contract.
- 2.13.7 The contractor shall maintain documentation of participation in training for all personnel in the contractor personnel files.
- 2.13.8 The contractor shall understand and agree that all training shall be at the expense of the contractor.

2.14 Report Requirements:

- 2.14.1 The contractor shall notify the state agency of any client violation that could lead to termination of the client from the residential facility or that could result in the revocation or change in the level of supervision for the client within one (1) working day of such violation.
 - a. The contractor shall report any unlawful behavior of any client(s) or against any client 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 a client to the state agency within one (1) working day.
 - c. The contractor shall submit a Violation Report (Attachment #23) to the state agency within one (1) working day.
- 2.14.2 The contractor shall notify the state agency of any incident involving the client's physical or emotional well-being. The contractor shall complete and submit an Incident Report (Attachment #24) to the state agency within one (1) working day of incidents at the residential facility.
- 2.14.3 The contractor may develop their own reports with the state agency's approval. However, the contractor shall minimally include information included within Attachments #1 - 264 in the required reports and shall revise the reports at the request of the state agency.
- 2.14.4 The contractor shall submit any special reports at the request of the state agency.
- 2.14.5 The contractor shall participate and cooperate to its fullest extent in any research project or outcome study required by the state agency.

2.15 Meeting Requirements:

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

- a. On a quarterly basis, the contractor must submit the Individual Personnel Percentage of Work Time form (Attachment #2) and Employee Expense Charged to the Contract form (Attachment #3) to the state agency with oversight meeting minutes.

2.15.3 At the request of the state agency, the contractor's managers and associated administrative personnel shall attend periodic state agency staff meetings. These meetings may be held regionally or in Jefferson City, Missouri, depending on the nature of the agenda. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.

2.16 Contract Monitoring:

2.16.1 Operation Audit and Evaluation Process – At any and all times, the contractor must provide the state agency and any state agency designees, including other state and federal representatives, access to the contractor, the contractor's residential 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 clients, personnel and services regarding the contract for purposes of a state agency audit.
- b. The contractor must provide access for audits of the operating systems, procedures, services, documentation, software packages, facilities, and equipment used in support of the office functions for the contract.
 - 1) The contractor shall provide read-and-copy access to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to office operations.
 - 2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of office operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
- c. The contractor shall agree and understand that the evaluations and audits conducted by the state agency and/or designees may include, but are not limited to, the following:
 - 1) Reviewing the contractor's office functions, organization, policies, procedures and practices, operating efficiency, residential facility and equipment access security, and back-up procedures;
 - 2) Reviewing activity transactions;
 - 3) Analyzing activities to determine the cause of errors; and
 - 4) Reviewing the contractor's compliance with contract terms, systems specifications, pertinent state and federal laws and regulations, state agency policies and procedures, administrative directives, and program documentation.

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

- a. Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard,

protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.

- b. The deficiency notice shall:
 - 1) Inform the contractor of the deficiency;
 - 2) Inform the contractor of the state agency's desired resolution/corrective action to be taken by the contractor;
 - 3) Require the contractor to resolve the situation to the state agency's satisfaction; and/or
 - 4) Require the contractor to provide a corrective action plan, as described below in section 2.16.3, for preventing the situation/incident from recurring.
- c. Upon receipt of the deficiency notice, the contractor shall have ten (10) working days to either correct the described deficiency(ies), or demonstrate, in writing, good cause as to why the deficiency(ies) cannot be resolved within the ten (10) working day period. In either instance, the contractor shall implement a corrective plan of action and direct a written response to the state agency within the ten (10) working day period.
- d. Failure of the contractor to respond in writing to the deficiency notice within ten (10) working days of receipt of the letter may result in the state agency withholding fifty percent (50%) of the next monthly payment to the contractor and each subsequent month until the state agency receives a written response.
- e. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

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

- a. The contractor's corrective action plan must:
 - 1) List steps the contractor will take to correct the deficiencies;
 - 2) Timelines for the corrections; and
 - 3) Describe how progress will be measured.
- b. Within ten (10) working days of receipt of the corrective action plan, the state agency will notify the contractor in writing if the corrective action plan is approved.
- c. If the state agency informs the contractor that the corrective action plan is not approved, the contractor shall submit a revised corrective action plan to the state agency within ten (10) working days.
 - 1) Within ten (10) working days of receipt of the revised corrective action plan, the state agency will notify the contractor in writing if the revised corrective action plan is approved.
 - 2) Failure of the contractor to submit the revised corrective action plan within ten (10) working days shall be considered a breach of contract and subject to the available remedies including contract cancellation.

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

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

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

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

- a. A list identifying any current and previous contract(s) of the CPA which pertain to residential facilities.
- b. A written description of the plan-of-action which the CPA shall employ during the audit including, but not limited to, the following areas:
 - 1) Review and reporting of all savings collected from clients.
 - 2) Review of billings to the state agency, other state agencies, and contractors.

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

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

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

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

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

- b. The contractor shall provide financial reports standard in accordance with general accounting practices.
 - c. The contractor shall retain records which relate to (1) appeals, (2) litigation of the settlement of claims arising out of performance of the contract, and (3) costs and expenses of the contract to which exception has been taken by the state agency or its duly authorized representative until such appeals, litigation, claims, or exceptions have been authorized.
- 2.17.6 The state agency shall conduct a mini fiscal audit reviewing all financial records.
- 2.17.7 The contractor shall maintain auditable records for all activities performed under the contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. Itemized revenues and expenditures related to the performance of the contract;
 - b. The number and type of resource homes served;
 - c. Detailed documentation of services provided, including progress notes;
 - d. Any and all records necessary for performing a full audit of the contractor's performance under the contract; and
 - e. Other relevant records.
- 2.17.8 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under the contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the state agency of any cash flow issues where the contractor's obligations required under the contract would be in jeopardy.
- 2.17.9 The contractor shall provide access to all case files, documents, reports, and databases as requested for both state agency and state agency designees, including the federal government, for evaluation of services. In addition, the contractor shall provide access for audits and inspections of contractor's records, including financial records. The state agency reserves the right to request an audit be performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such audit is warranted and at any time the state agency determines an audit is required. If access is denied or limited, the state agency reserves the right to reduce payment for each case record that is not complete, or to which access is denied, back to the day access was requested until the case record is made available to the state agency and accurately brought up to date.
- 2.17.10 The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract, the final resolution of any litigation pertaining to a client who is served under the contract, the final resolution of any litigation involving the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. The contractor shall fully comply with any and all litigation holds placed on the contractor or the contractor's records by the Division of Legal Services, the Missouri Attorney General's Office or a court of competent jurisdiction. For the purposes of this contract, a "litigation hold" shall be any directive or request directed to the contractor to preserve, protect and maintain information, data, documents or records of the agency. Litigation holds shall apply to any information, data, documents or records maintained by the contractor, its agents, officers or employees in any manner in any medium (including paper and electronic).

- 2.17.11 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time.
- 2.17.12 The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.18 Miscellaneous Requirements:

- 2.18.1 The contractor, where feasible and appropriate, shall use state-of-the-art office equipment to enable the most effective and efficient operation while maintaining strict adherence to the contract requirements.
- 2.18.2 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, or accounting services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal or accounting services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.18.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.19 Invoicing and Payment Requirements:

- 2.19.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.19.2 The contractor understands that the State of Missouri is not obligated for any payments under the terms of the contract unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor.
- 2.19.3 Invoicing – The contractor must submit monthly invoices which minimally contain the information included in Attachment #25, Sample Residential Invoice Format and Attachment #26, Department of

Corrections Provider Services to the state agency Probation and Parole office for review by the fifth (5th) working day of the month following services in accordance with the applicable firm, fixed price per residential slot stated on the Pricing Page.

- a. Invoices must indicate the number of residential slots as stated in the Notice of Award multiplied by the number of days in the billing month. If applicable, invoice must include overage for the number of slots above the authorized number of slots as stated in the Notice of Award.
- b. If a discount for prompt payment is specified on Miscellaneous Information, Exhibit J, the contractor's invoice must identify the discount specified on Miscellaneous Information, Exhibit J.
- c. Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- d. The state agency reserves the right to audit invoices and to reject any invoice for good cause.
- e. The state agency reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced.

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

- a. If the contractor exceeds the total number of residential slots stated in the Notice of Award in a given month, the contractor shall be paid for the overage, not to exceed ten percent (10%) of the total authorized residential slots.
- b. In the event the contractor consistently falls below the residential slots stated in the Notice of Award in a quarter, the state reserves the right to review the authorized residential slot utilization and reduce the contracted authorized residential slots accordingly and payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page. If it becomes necessary to reduce the number of contracted residential slots due to renovation/construction, payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page.
- c. The contractor shall not receive payment until after receipt of the services and the state agency is in receipt of the monthly invoice as well as all required monthly reports.
- d. If the contractor proposes a discount for prompt payment as indicated on Miscellaneous Information, Exhibit J, and the state agency makes prompt payment, the total payment to the contractor shall be reduced by the percent of discount identified on Miscellaneous Information, Exhibit J.
- e. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, training, telephone charges, security clearance, etc.
- f. If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- g. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

- 2.19.5 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 monthly invoices as requested by the state agency.
- 2.19.6 The contractor shall notify the state agency of any instance where an additional source of funding is available, through public and/or private sources, which is intended to offset a portion of service cost. In such instances, the total obligation due the contractor by the state agency shall be reduced by the amount of the funding received.
- 2.19.7 Liquidated Damages – The contractor shall agree and understand that providing an operational facility twenty-four (24) hours per day seven (7) days per week is critical to the efficient operations of the state agency and that the amount of actual damages to the state agency if the contractor fails to provide an operational facility would be difficult to establish. Therefore, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. For each twenty-four (24) hour day after the length of time for program implementation as specified on Exhibit B, Proposed Methodology and Approach, or the extension of time granted by the state agency, whichever is later, that the contractor’s residential facility is not operational, the contractor shall pay liquidated damages in the amount equal to the total difference in cost for the total number of residential slots stated in the Notice of Award and the cost to obtain that number of residential slots from another provider. For example, if the contractor was awarded 10 residential slots at a firm, fixed price of \$50.00 per residential slot and another provider prices the residential slot for \$60.00 the contractor would be required to pay damages in the amount of \$100.00 for each twenty-four (24) hour period in which the other provider provided the residential slots ($[\$60.00 - \$50.00] \times 10$ residential slots = \$100.00).
 - b. The contractor shall also agree and understand that such damages shall either be deducted from the contractor’s invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
 - c. The contractor shall understand that the damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.19.8 The contractor shall agree and understand that funding is intended to support delivery of residential facility services and is not intended to support startup costs and research to achieve capacity to perform the services described herein. Additionally, the contractor shall agree and understand that funds shall not be used in any manner to replace or supplant funds of the contractor for any service included in the contract.

2.20 Other Contractual Requirements:

- 2.20.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

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

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

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

- a. If additional funds are available for the renewal period, the Division of Purchasing shall provide the contractor with an opportunity to request an amount up to a specified maximum price(s) through a contract amendment, subject to the maximum price(s) stated on the Pricing Page, if any.
 - 1) In no event shall the contractor be allowed price increases in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - 2) If maximum prices are not stated on the Pricing Page, then the renewal prices shall remain the same as during the previous contract period.
 - 3) If required by the Division of Purchasing, the contractor may be required to submit a price analysis or other justification for any price increase requested.
- b. If additional funds are not available, the renewal prices shall remain the same as during the previous contract period.
- c. If funds are reduced for the renewal period, the contractor will be advised of the applicable decrease for the renewal period. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted.

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

2.20.5 Transition:

- a. 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 clients in behalf of the state agency nor be paid for service to any new clients by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for a client are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.
- 4) If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - The contractor must obtain specific written approval from the state agency prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.
 - The decision to allow a client to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

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

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

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

- a. Therefore, the contractor must have and maintain insurance in compliance with the following:
 - 1) Liability Insurance – The contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her

performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services.

- The limits of liability for all types of liability coverage shall not be less than \$2,000,000 per occurrence.
- The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- Self-insurance coverage or another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2) Crime Insurance - The contractor must have and maintain crime insurance in the minimum amount of \$25,000.00 that shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's personnel, acting alone or in collusion with others by virtue of the person's position or employment during the contract period. The insurance must name the State of Missouri as a loss payee. A Dishonesty Bond may be utilized in lieu of Crime Insurance provided the State of Missouri is named as a loss payee.

- b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the general and other non-professional liability insurance naming the State of Missouri as an additional insured and for the crime insurance/Dishonesty Bond, naming the State of Missouri as a loss payee, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage.
- c. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

2.20.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its

direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.20.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and

agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

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

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.20.13 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- c. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
 - 1) The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.
 - 2) The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

2.20.1 Criminal Justice Information - Criminal Justice Information is any information collected by the (FBI), Missouri State Highway Patrol (MSHP), and other criminal justice entities and includes personally identifiable information. It includes all information viewed directly from state and federal systems and also data obtained from those sources.

- a. The contractor shall understand and agree all Criminal Justice Information is sensitive information and is privileged.
 - 1) If the contractor acquires any Criminal Justice Information by virtue of the performance of the contract, regardless of the method of acquisition, the contractor shall not use or disseminate the information in any form.
 - 2) The contractor must not, at any time, directly or indirectly, disclose any Criminal Justice Information learned during the performance of the contract prosecution.
 - 3) Unauthorized access, use, or dissemination of Criminal Justice Information System (CJIS) data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the state agency.
 - 4) Misuse of official information is a Class A Misdemeanor. Section 576.050.2 of the Revised Statute of Missouri states, *“A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job.”*

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

- a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the state agency.
- c. A state employee shall not be compensated under the contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

2.20.15 Contractor Equipment Use:

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

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

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing 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 shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
 - b. The vendor should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of the copy should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
 - c. In addition, the vendor should provide a password protected copy of their entire proposal, including all attachments, in Microsoft compatible format on a flash drive. The electronic copy should be in a searchable format to facilitate the evaluation process. The vendor should be sure to provide the password so that the State can access the documents. The vendor should ensure all media are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- 3.1.3 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. It is not the State of Missouri’s intention to have requested any confidential material as part of the vendor’s proposal. Therefore, vendors should NOT include confidential material with their proposal.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor’s entire proposal including client lists, references, proposed personnel, and methodology;
 - 2) Vendor’s pricing; and
 - 3) Vendor’s product specifications unless specifications specifically 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 the following 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. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

- a. Signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
- b. Cost Proposal (Exhibit A: Pricing Page)
- c. Technical Proposal: The Technical Proposal will include three components: Proposed Methodology and Approach (Exhibits B - C), Team Qualifications (Exhibits D and E), and Past Performance (Exhibit F). The Proposed Methodology, Approach, and Work Plan of the Technical Proposal should be limited to no more than 50 pages, including any exhibits (Exhibit C, Implementation or Readiness Plan;) related to the Technical Proposal. Standard fonts, 11 point or above, should be used. In the event the vendor is proposing more than one region, the vendor may include up to the additional five (5) pages per geographic region.
 - 1) The Technical Proposal should contain only relevant information that is specific to the topic.
 - 2) The vendor should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered.
- d. Miscellaneous Exhibits/Information:
 - 1) Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit G-Participation Commitment
 - Exhibit H-Documentation of Intent to Participate
 - 2) Miscellaneous Information
 - Exhibit I- Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
 - Exhibit J-Miscellaneous Information

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 an assessment of the proposal in accordance with the evaluation criteria stated below and the scoring details delineated in Attachment #27. The contracts shall be awarded to the lowest and best proposals.

Category	Element	Points
COST PROPOSAL		80 points
TECHNICAL PROPOSAL		110 points
Proposed Methodology and Approach		83 points
	Implementation Requirements	4 points
	Residential Facility Requirements	18 points
	PREA Standards	4 points
	Security Requirements	12 points
	General Services Requirement	4 points
	Client Services	35 points
	Personnel Requirements	6 points
Team Qualifications		9 points
	Leadership Team	5 points
	Working Team	4 points
Past Performance		18 points
	Overall Relevant Vendor Experience	10 points
	Past Performance Reference Examples:	
	Example #1	4 points
	Example #2	4 points
MBE/WBE PARTICIPATION		10 Points
TOTAL		200 points

- 3.3.2 Details on the rating and scoring of the Technical Proposal can be found on Attachment #27.
- 3.3.3 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. Such conference shall be coordinated by the Division of Purchasing.
- 3.3.4 The vendor is advised that all information submitted shall be subject to review to identify potential or possible duplication of services, personnel, fees, and/or any costs related thereto.
- 3.3.5 Separate evaluations shall be conducted by each geographic region for male residential slots and for each geographic region, that requires female residential slots for a total of nine (9) separate evaluations.
- 3.3.6 Award Process - After completion of the subjective and objective evaluation, the proposals shall be ranked in lowest and best order, beginning with the proposal receiving the highest combined total of subjective and objective points, including consideration of preference points. The State of Missouri shall award contracts

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

Geographic Region	Maximum Male Residential Slots	Maximum Female Residential Slots
Eastern Region	25	55
North Central Region	25	0
Northeast Region	25	0
Southeast Region	25	0
Southwest Region	25	10
Western Region	60	25

- a. The top ranked proposal shall be awarded the maximum number of residential slots specified by such vendor on the Pricing Page.
- b. If residential slots are still available after awarding the top ranked proposal the maximum number of residential slots specified by such vendor on the pricing page, the state shall continue awarding residential slots in the manner specified above to the next ranking vendor until the maximum number of male/female residential slots, as specified above, have been awarded in each geographic region.
- c. If the maximum residential slots for the geographic region have already been awarded to a higher ranked vendor, then no additional awards shall be made in that geographic region regardless of the rank of the vendor. Exceptions/variations to this process are described below:
 - 1) Exceptions to Rank - If after making initial award(s) to higher-ranked vendor(s), the remaining number of residential slots in the geographic region is not available to reach the minimum number of residential slots specified by the next-ranked vendor, then because of the need to fill the remaining number of residential slots in the geographic region, that vendor shall not be awarded any residential slots and awards shall continue with the next ranked vendor.
- d. If the total number of residential slots is not awarded for a geographic region, the State of Missouri shall have the right to transfer the remaining residential slots to another geographic region. The decision regarding remaining residential slots rests solely with the State of Missouri.
- e. The Notice of Award will specify the number of residential slots to be provided annually.

3.4 Evaluation of Cost:

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (80)}}{1} = \text{Assigned Cost Points}$$

3.5 Evaluation of Proposed Methodology and Approach:

- 3.5.1 The Technical Proposal should present a Proposed Methodology and Approach, that demonstrates the method or manner in which the vendor proposes to satisfy the requirements of the RFP using the format on Exhibit B-Technical Proposal-Proposed Methodology and Approach.
- 3.5.2 The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.5.3 Implementation or Readiness Plan - The vendor should complete Exhibit C, 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.
- 3.5.4 The State of Missouri may conduct a tour of the vendor's proposed residential facility(ies). All arrangements and scheduling shall be coordinated with the vendor by the Division of Purchasing.
- 3.5.5 The vendor's Proposed Methodology and Approach will be rated using the adjectival rating system as defined in Table 1 of Attachment #27. Details on the rating and scoring of the Proposed Methodology and Approach can be found in Table 2 of Attachment #27.

3.6 Evaluation of Team Qualifications:

- 3.6.1 The Technical Proposal should provide detailed information on the experience and qualifications of the vendor's proposed personnel to perform the requirements of the RFP using the format on Exhibit D and Exhibit E. The vendor's proposed team should include both the Leadership Team and Working Team.
- a. Leadership Team: No more than three (3) Leadership Team (i.e. Residential Facility Director, Chief Financial Officer, and Chief of Security) members' biographies will be considered in the evaluation. For evaluation purposes, only the first three (3) biographies will be considered. Any additional biographies submitted will not be evaluated. One (1) member of the Leadership Team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members to support the project, should it be awarded.
 - b. Working Team: No more than six (6) Working Team (i.e. Security Staff and Drivers) members' biographies will be considered in the evaluation
 - c. In the event the vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.
- 3.6.2 The vendor's Team Qualifications will be rated using the adjectival rating system as defined in Table 3 of Attachment #27. Details on the rating and scoring of the Team Qualifications can be found on Table 4 of Attachment #27.

3.7 Evaluation of Past Performance:

- 3.7.1 The Technical Proposal should provide overall relevant experience and two (2) past performance examples using the format on Exhibit F. Such examples should be no longer than one (1) page and summarize the project's context, objectives, approach, and impact achieved relevant to the Proposal. These examples should have been completed in the past five (5) years. At least one (1) should involve work for a government agency of similar scale and complexity to the services required in the RFP. The examples

should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the vendor’s work. The State of Missouri may or may not contact these references during the review process. For evaluation purposes, only the first two (2) past performance examples will be considered. Any additional past performance examples submitted will not be evaluated.

3.7.2 The vendor’s past performance will be rated using the adjectival rating system as defined in Table 5 of Attachment #27. Details on the rating and scoring of the Past Performance can be found in Table 6 of Attachment #27.

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

3.8.1 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.)

3.8.2 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.

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

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

Evaluation points
(10)Participation
points

- 3.8.4 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 G, 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 H, 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 H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 3.8.5 Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.8.6 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, Native Alaskans, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 3.8.7 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 870-B, P.O. Box 809, Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://o eo.mo.gov>

3.9 Miscellaneous Submittal Information:

3.9.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) 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 five to fifteen (5-15) 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, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop 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) 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 requested information with the proposal.
- 4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.

b. Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- 1) Participation Commitment - The vendor must complete Exhibit G, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the 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.

- 2) Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed 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 H, Documentation of Intent to Participate Form or provide a letter of intent.

- c. The following websites provide information regarding Missouri sheltered workshops:
 - Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>
- d. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alhaphointe.org>
- e. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

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

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete Exhibit G, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided

by the listed SDVE. If the 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 H, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed 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 three (3) 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 H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.
<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.9.3 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 I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

3.9.4 The vendor should complete and submit Exhibit J, Miscellaneous Information.

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

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

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

EXHIBIT A
PRICING PAGES

1. Original Contract Period Price Per Residential Slot: (*UNSPSC Code: 92101703 / 85122103*)

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

2. Renewal Option Years Price Per Residential Slot:

- 2.1 For each geographic region proposed and the gender of slots proposed, the vendor must indicate in the following table(s) the maximum price per residential slot for the renewal option years.
- 2.2 If a maximum price per residential slot is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same firm, fixed price per residential slot stated for the original contract period.
- 2.3 The vendor shall not quote a maximum increase to the price per residential slots that exceeds the following:
 - 1) First Renewal Period - 5% of the firm, fixed price per residential slot for the original contract period;
 - 2) Second Renewal Period - 10% of the firm, fixed price per residential slot for the original contract period; and
 - 3) Third Renewal Period - 15% of the firm, fixed price per residential slot for the original contract period.
- 2.4 Vendors are cautioned that ***pricing shall remain the same for the renewal options*** unless the state agency is appropriated additional funds for this service in which case the prices shall be pursuant to the applicable renewal option clauses, paragraph 2.20.3, of this document.

3. Proposed Number of Residential Slots:

- 3.1 For each geographic region proposed, the vendor must quote the minimum number of male residential slots and/or female residential slots and the maximum number of male residential slots and/or female residential slots for which the firm, fixed price per residential slot is applicable.
- 3.2 The vendor shall not submit multiple prices ("sliding scale") within a range of residential slots. A sliding scale shall not be accepted.
- 3.3 The vendor shall not quote less than the minimum number of residential slots or more than the maximum number of residential slots identified in the following tables. In the event the vendor does not quote a minimum, it shall be deemed to mean the minimum identified in the following table shall apply. In the event the vendor does not quote a maximum, it should be deemed to mean the maximum number of residential slots identified in the following table shall apply.

EXHIBIT A, continued

1. EASTERN REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 1)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 2) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 3) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 4) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots.</p> <p>FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> female residential slots through a maximum of _____ <i>(must not quote more than 55)</i> female residential slots.</p>

EXHIBIT A, continued

2. NORTH CENTRAL REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 5)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 6) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 7) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 8) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots.</p> <p>NOTE: No female residential slots are needed at this time.</p>

EXHIBIT A, continued

3. NORTHEAST REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 9)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 10) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 10) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 12) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots.</p> <p>NOTE: No female residential slots are needed at this time.</p>

EXHIBIT A, continued

4. SOUTHEAST REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 13)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 14) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 15) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 16) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots.</p> <p>NOTE: No female residential slots are needed at this time.</p>

EXHIBIT A, continued

5. SOUTHWEST REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 17)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 18) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 19) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 20) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots.</p> <p>FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:</p> <p>The prices quoted shall be applicable to ten (10) female residential slots.</p>

EXHIBIT A, continued

6. WESTERN REGION
ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT
Firm, Fixed Price Per Residential Slot: \$ _____ (Line item 21)
RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT
<p>First Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 22) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Second Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 23) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i></p> <p>Third Renewal Period Maximum Price Per Residential Slot: \$ _____ (Line item 24) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i></p>
PROPOSED NUMBER OF RESIDENTIAL SLOTS
<p>MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following:</p> <p style="padding-left: 40px;">The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 60)</i> male residential slots.</p>
<p>FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:</p> <p style="padding-left: 40px;">The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> female residential slots through a maximum of _____ <i>(must not quote more than 25)</i> female residential slots.</p>

EXHIBIT B
TECHNICAL PROPOSAL
PROPOSED METHODOLOGY AND APPROACH

Directions for Vendor:

1. The vendor should present a written plan for performing the requirements specified in Section 2, Contractual Requirements.
2. The Proposed Methodology and Approach should be no longer than 50 pages, including any exhibits related to the proposal. In the event the vendor is proposing more than one geographic region, the vendor may include up to five additional pages per geographic region.
3. Standard fonts, 11 point or above, should be used.

In presenting the Proposed Methodology and Approach, the vendor should discuss the following areas:

1. Length of Time for Program Implementation for Having an Operational Residential Facility - The vendor shall indicate length of time required for program implementation, expressed as number of calendar days after state agency authorization to proceed with services, not to exceed 180 calendar days. In the event the vendor does not specify a number of calendar days, the state shall assume 180 calendar days. The vendor should also complete Exhibit C, Implementation Plan or Readiness plan.

_____ Calendar Days

2. Residential Facility Requirements –
 - 2.1 Describe how the residential facility(ies) will provide a clean, safe, and healthy environment. In addition, describe the pest and rodent control inspection and fumigation plan. Provide a copy of the most recent inspection.
 - 2.2. Identify and provide evidence of active participation in the local reentry process or the proposed participation in the local reentry process.
 - 2.3. Describe the following within the residential facility(ies):
 - 2.3.1 Sleeping arrangements
 - 2.3.2 Furniture, furnishings and equipment
 - 2.3.3 Toilets, washbasins, and showers/shower bays/baths
 - 2.3.4) Laundry equipment
 - 2.3.5 Recreation
 - 2.3.6 Visiting area
 - 2.3.7 State agency office space
 - 2.4 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:
 - 2.4.1 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.
 - 2.4.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

EXHIBIT B, continued

- 2.4.3 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.
3. PREA Standards - Provide a copy of, or describe the plan, for developing a PREA standard operating procedure, to include the following:
 - 3.1 Medical and mental health advocacy services and emergency treatment services at no cost to the victim;
 - 3.2 Procedure to prevent cross-gender strip searches, visual body searches, and pat down searches;
 - 3.3 Training curriculum; and
 - 3.4 Description of PREA protocols.
4. Security Requirements - Describe the security policy, protocol, and process.
5. General Services Requirements -
 - 5.1 Identify the plan for accountability of clients.
 - 5.2 Provide a copy of the house rules/resident handbook.
 - 5.3 Identify the process for resolving complaints and grievances relating to the residential facility(ies).
6. Client Services - Describe the following client services and provide documentation to substantiate services, if applicable (i.e. MOU, contract, etc):
 - 6.1 Interpretive Services/Special Requirements
 - 6.2 Orientation
 - 6.3 Personal property
 - 6.4 Linen and laundry services
 - 6.5 Food service and menu. The vendor should specifically address the plan for meeting special dietary needs especially those related to medical needs, such as diabetes and taking psychotropic medicines during times other than mealtime.
 - 6.6 Food Preparation and Storage
 - 6.7 Visitation
 - 6.8 Drug testing and breath analysis
 - 6.9 Sign-In and Sign-Out
 - 6.10 Pass procedure
 - 6.11 Health care
 - 6.12 Life Skills
 - 6.13 Mental Health Services
 - 6.14 Cognitive Behavioral Therapy
 - 6.15 Substance Use Disorder Treatment Services
 - 6.16 Network of Provider
 - 6.17 Job development and monitoring
 - 6.18 Savings
7. Personnel Requirements - Submit a personnel plan for each proposed residential facility(ies). The personnel plan should list the various positions proposed, the number of personnel proposed for each of the position(s), and, if known, the name of each person. The personnel plan should provide each individual's qualifications for the position. The vendor should also provide job descriptions for each of the proposed positions.

EXHIBIT D
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – LEADERSHIP TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Leadership Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the attached format. One (1) member of the Leadership Team should be identified as the vendor’s primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members to support the project, should it be awarded.

Name:	
Title:	
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Correctional Residential Facility		
Counseling		
Criminal Justice		
Social Work		
Financial		
Other		

Other experience or background information:

EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than six (6) Working Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

Name:	
Title:	
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Security		
Public Transportation		
Criminal Justice		
Military		
Other		

Other experience or background information:

EXHIBIT F
TECHNICAL PROPOSAL
PAST PERFORMANCE

Directions to Vendor: The vendor should provide the overall relevant vendor experience related to this RFP and reflective of the contractor qualifications in section 2.2.

Overall Relevant Vendor Experience (succinctly identify experience in each of the qualification areas identified below)	
Residential Services to justice involved populations, including those on active adult probation or parole supervision	
Transitional Housing services to justice involved populations, including those on active adult probation or parole supervision	

Submit a synopsis of any contracts that the vendor has lost, were cancelled or discontinued due to a breach of contract or the customer not otherwise being satisfied with the contractor’s performance, if any.

EXHIBIT F
TECHNICAL PROPOSAL
PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide two (2) past performance examples. Each should have been completed in the past five (5) years. At least one (1) should involve work for a government agency of similar scale and complexity to the services required in the RFP. The vendor should copy and complete this Exhibit for each example presented.

EXAMPLE	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Telephone Number: Email Address:
<p>The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The example should present the vendor’s experience with residential housing and programming services for justice involved individuals in the State of Missouri. Additionally, the vendor’s example(s) should identify the number of years’ experience providing residential housing and programming services.</p>	

EXHIBIT G
PARTICIPATION COMMITMENT

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

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Place a check in the appropriate box below for gender of residential slots proposed in the geographic region proposed. There should only be **ONE** gender box and ONE geographic region box checked. If proposing multiple genders/geographic regions, copy and complete this Participation Commitment Exhibit for each proposed gender/geographic region.

Gender					
<input type="checkbox"/> Male			<input type="checkbox"/> Female		
Geographic Region					
<input type="checkbox"/> Eastern Region	<input type="checkbox"/> North Central Region	<input type="checkbox"/> Northeast Region	<input type="checkbox"/> Southeast Region	<input type="checkbox"/> Southwest Region	<input type="checkbox"/> Western 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:
Total MBE Percentage:	%	

EXHIBIT G, continued

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

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> 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. 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, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	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:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT H

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 this Exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

___ MBE ___ WBE ___ Organization for the Blind ___ Sheltered Workshop ___ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

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

EXHIBIT H, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- ✓ a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected 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 Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT I

**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 I, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the 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 I, 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.)

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

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

Signature of Notary Date

EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

MISCELLANEOUS INFORMATION

1. **Residential Facility Address** - Identify the address of the proposed residential facility(ies).

Address: _____

2. **Daycare Facilities/Schools/Public Parks, and Swimming Pools** - Identify all daycare facilities or schools within 1000 feet, all public parks with playground equipment and public swimming pools within 500 feet of each proposed residential facility(ies).

3. **Multiple Contracts** - Submit documentation or evidence of possessing multiple contracts which includes the contract number and whom the contract is with. If the personnel proposed are providing services for the existing contracts, identify by each individual the contract for which providing services and the percentage of personnel time for each contract for which assigned.

4. **Prompt Payment Discount** - The vendor should specify below (1) the percentage of discount applied to the total invoice if payment by the state agency is prompt and (2) the maximum number of calendar days invoice must be paid to be considered prompt.

_____ % discount if invoice is paid within maximum of _____ calendar days.

5. **Employee/Conflict of Interest** -

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

EXHIBIT J, continued

6. **Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: 1. _____ Unique good or service. <ul style="list-style-type: none"> • EXPLAIN: _____ 2. _____ Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> • Identify foreign country: _____ 3. _____ Economic cost factor exists <ul style="list-style-type: none"> • EXPLAIN: _____ 4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <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: _____ 		

7. **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:	

EXHIBIT J, continued

8. **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.com.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.com.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 office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by 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.

Attachments #1 - 27

The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.