



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

ADDENDUM NO.: 01  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034902000372  
 TITLE: Assessment of Correctional Program Offerings  
 ISSUE DATE: 8/22/19

REQ NO.: NR 931 YYY19708687  
 BUYER: Julie Kleffner  
 PHONE NO.: (573) 751-7656  
 E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 9/4/19 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

RETURN PROPOSAL AND ADDENDUM(S) TO:

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

or

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

CONTRACT PERIOD: Date of Award through Eight Months

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

Missouri Department of Corrections  
 Division of Adult Institutions  
 2729 Plaza Drive  
 Jefferson City MO 65109

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

SIGNATURE REQUIRED

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

ADDENDUM #01 to RFPS30034902000372

**TITLE:** Assessment of Correctional Program Offerings

**CONTRACT PERIOD:** Date of Award through Eight Months

**PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The proposal receipt date shall be 9/4/19 at 2:00 p.m. CST in lieu of 9/3/19 at 2:00 p.m. CST
2. The following contain changes:  
  
Paragraph 4.10.2  
Paragraph 4.11.4 b.  
Attachment 2
3. The attendance sheet from the preproposal teleconference has been added to MissouriBUYS and can be found under the Addendum Documents.

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

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

Please follow these steps to conduct a comparison review of the electronic solicitation revision(s):

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

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

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

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

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

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.



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Missouri Department of Corrections  
 Division of Adult Institutions  
 2729 Plaza Drive  
 Jefferson City MO 65109

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 06/27/19). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

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AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

**Solicitation Organization:**

This document is divided into the following parts:

<b>SECTIONS</b>	
Section 1	Introduction and General Information
Section 2	Scope of Work
Section 3	Contractual Requirements
Section 4	Proposal Submission Information and Requirements
<b>EXHIBITS</b>	
Exhibit A	Pricing Page
Exhibit B	Technical Proposal, Proposed Methodology, Approach, and Work Plan
Exhibit C	Team Qualifications
Exhibit D	Vendor Information and Past Performance
Exhibit E	Participation Commitment
Exhibit F	Documentation of Intent to Participate
Exhibit G	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
Exhibit H	Miscellaneous Information
<b>ATTACHMENTS</b>	
Attachment 1	Correctional Centers
Attachment 2	Evaluation Tool
<b>TERMS AND CONDITIONS</b>	
Terms and Conditions – Request for Proposal	

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the solicitation includes a brief introduction and background information about the intended acquisition for which the requirements herein are written.*

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of conducting an assessment of Correctional Program Offerings of the Department of Corrections, Adult Institutions as set forth herein.

### 1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at Julie.Kleffner@oa.mo.gov.

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

a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

1) The vendor may contact the Office of Equal Opportunity (OEO) regarding Minority Business Enterprise/Women Business Enterprise (MBE/WBE) certification or subcontracting.

1.2.3 All questions and issues should be submitted no later than ten calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.2.4 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 a RFP addendum. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

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

### 1.3 Pre-Proposal TeleConference:

1.3.1 A pre-proposal teleconference call regarding this Request for Proposal will be held on, **August 20, 2019 at 2:00 p.m.**, Central Time. Vendors are encouraged to participate in the pre-proposal teleconference 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 teleconference in order to ask questions and otherwise participate in the public communications regarding the RFP.

a. Prior Communication – Prior to the teleconference, 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 teleconference and which may require clarification.

- b. During the teleconference, 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 teleconference will be accomplished as an addendum to the RFP. Neither formal minutes of the teleconference nor written records of the questions/communications will be maintained.

1.3.2 The vendor must contact the buyer from the Division of Purchasing as specified below to obtain dial-in instructions. The vendor will be provided with a telephone number to dial, in order to listen and participate in the pre-proposal conference call. The vendor shall refrain from contacting the state agency.

- a. Contact the buyer by phone at (573) 751-7656, by fax at (573) 526-9816; by e-mail at Julie.Kleffner@oa.mo.gov; or by regular mail to the Division of Purchasing's address as listed on Page 1.
- b. In order to guarantee space on the call, the vendor should contact the buyer by August 16, 2019.

1.3.3 The vendor should have a copy of the RFP for the teleconference since the RFP will be used as the agenda for the pre-proposal teleconference.

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

#### **1.4 Background and Historical Usage Information:**

1.4.1 The overall mission of the Missouri Department of Corrections is to "Improve Lives for Safer Communities" through creating a safer work environment, improving the workforce, and reducing risk and recidivism.

1.4.2 The Department of Corrections spends nearly \$26 million each year to provide programming to offenders during incarceration. In addition, Department of Corrections' staff and volunteers contribute tens of thousands of hours to program delivery and administration at 21 correctional centers as identified in Attachment 1. Prison programs are supported with the intention of intervening in the crime cycle of incarcerated individuals and thereby reducing the costs to citizens of Missouri through reductions in crime and future prison stays. Given the amount of funding and time invested in these endeavors it is imperative that the Department of Corrections understand whether the programs that are being delivered are targeted toward the right individuals with appropriately corresponding needs and that the programs are delivered with fidelity to the evidence based model(s)

1.4.3 Currently, the Department of Corrections has an estimated prison population of 25,559 male offenders, and 2,707 female offenders housed in the 21 correctional centers across the State of Missouri.

1.4.4 The purpose of the RFP is to provide an assessment to identify efficiencies within the Department of Corrections, Division of Adult Institutions, offender programming.

#### **1.5 Current and/or Previous Contract Information:**

1.5.1 A current or previous contract does not exist for the services being obtained via this RFP.

**1.6 Glossary of Term:**

- 1.6.1 Whenever the following term appears in the RFP document or any addendum thereto, the definition or meaning described below shall apply. Additional terms and definitions are located in the Terms and Conditions – Request for Proposal.

Terms/Acronyms	Definition
Core Risk Reducing Programs	Core risk reducing programs are those that target criminogenic risk factors, or those aspects of a person that are directly related to future criminality. These programs include those that are required based on needs assessments and/or clinical evaluation.

**1.7 Accuracy of Background Information:**

- 1.7.1 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.

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



## 2. SCOPE OF WORK

*This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment.*

### 2.1 General Requirements:

- 2.1.1 The contractor shall conduct an assessment of the Correctional Program Offerings of the Department of Corrections, Division of Adult Institutions (hereinafter referred to as the state agency), and provide a final report of recommendations in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### 2.2 Work Plan Requirements:

- 2.2.1 The contractor shall begin contract activities within one (1) week of authorization by the state agency to proceed with services.
- 2.2.2 By no later than thirty (30) calendar days after the state agency authorizes the contractor to proceed with services, the contractor shall submit a final work plan that describes the activities and milestones to achieve the deliverables and final report identified in section 2.3, Assessment and Recommendation Requirements, and submit the work plan to the state agency for approval. The work plan should describe the proposed sequence for providing recommendations and the final report.
- 2.2.3 The contractor shall hold a bi-weekly informal meeting with the state agency and other participants as determined by the state agency.
- 2.2.4 The contractor shall submit written work plan updates every two (2) weeks to the state agency, or as otherwise requested by the state agency.

### 2.3 Assessment and Recommendation Requirements:

- 2.3.1 Upon state agency written approval of the work plan, the contractor shall conduct an assessment of the state agency's current operations and provide an assessment of the strength of correctional programs within the state agency. The contractor's assessment must include the following three deliverables:
  - a. Deliverable #1 – Analysis of Program Data, Referral Processes & Program Administration Policies and Practices to be completed within 90 calendar days after state agency authorization to proceed with services, unless a longer period is requested by the contractor and written approval is received by the state agency.
    - 1) The contractor shall work with the state agency to review current programs available within the 21 correctional centers and identify programs that are “core risk reducing”.
    - 2) The contractor shall observe and interview state agency staff conducting program-related duties that include, but are not limited to administering offender risk, need, and responsivity assessments case planning, and reviewing cases in order to make programming placement and completion decisions.
    - 3) For Deliverable #1, the contractor shall accomplish the following:

- Identify a list of core risk reducing programs utilizing a standardized program assessment instrument(s);
  - Critique the process by which individuals are screened, referred, enrolled, and completed from programming;
  - Critique screening, assessment, and programming related policies, procedures, and tools used;
  - Analyze the match between offender risk and need in relation to program availability within correctional centers;
  - Identify and critique quality assurance and continuous quality improvement processes related to programming;
  - Analyze relevant programmatic and fiscal data; and
  - Present findings to state agency leadership.
- b. Deliverable #2 – Observe Program Delivery to be completed within 180 calendar days after state agency authorization to proceed with services, unless the contractor requests a longer period and written approval is received by the state agency.
- 1) The contractor shall observe a representative sample of the core risk reducing programs identified at correctional centers. The contractor shall work with state agency staff to determine a strategy for observations that will target a representative sample of programs, services, and activities across correctional centers.
  - 2) Program observations shall be made using a standardized assessment developed to identify and evaluate fidelity to core correctional risk reduction techniques and shall include, at a minimum:
    - Observations of substance use treatment programs;
    - Sex offender treatment programs;
    - Violence reduction programs, and;
    - Programs targeting criminal thinking and behavior.
  - 3) The purpose of the observations shall be to evaluate the facilitators' skill level in managing the group, fidelity to the curriculum, opportunity for graduated skills practice, and participant engagement.
  - 4) Observations shall additionally allow the opportunity to understand logistical and physical plant challenges to providing programming, facility culture, inmate needs, and facility specific staffing, training, and supervision of facilitators.
  - 5) For Deliverable #2, the contractor shall accomplish the following:
    - Identify a representative sample of programs, services, activities across correctional centers which shall include observations of programs for men and women;
    - Conduct a minimum of six in-person visits to observe programming;

- Complete a standard evaluation form for each session that examines core correctional risk reduction techniques and other factors associated with facilitating a successful group;
  - Provided immediate feedback to programming management about on-site observations;
  - Interview program participants to obtain their feedback about the various program offerings within the state agency correctional center; and
  - Discuss program findings with state agency leadership.
- c. Deliverable #3 – Present Findings and Provide a Written Report to be completed before April 1, 2020, unless the contractor requests a longer period and written approval is received by the state agency.
- 1) The contractor shall complete a written report detailing best practices, findings, and recommendations related to the offenders and staff the state agency selects for core risk reducing programming, the programs utilized, and how well programs are delivered within the correctional centers.
  - 2) The contractor's recommendations shall address areas such as resource allocations, programming service delivery, quality, and fidelity to programs, streamlining inefficiencies, and programming use to maximize parole eligibility.
  - 3) The contractor shall utilize their expertise and knowledge gained during observations to ensure recommendations are tailored to and actionable for the state agency, which aims to utilize the report as a foundation for implementing changes and making improvements to state agency programs with applicability that is also applicable to community correctional facilities and the delivery of programs to people on probation and parole supervision.
  - 4) For Deliverable #3, contractor shall accomplish the following:
    - Prepare a document not to exceed five (5) pages, cover and back inclusive, that summarizes key challenges and solutions;
    - Prepare a comprehensive report with findings and recommendations tailored to the state agency;
    - Present the results, including summarizing research, findings, and recommendations to state agency executive and management staff; and
    - Provide a supplementary document that helps break the recommendations into an actionable timeline.
- 2.3.2 Final Report – By no later than two hundred forty (240) calendar days after the state agency's authorization to proceed with services, the contractor shall provide a final report, not to exceed fifty (50) pages, to the state agency executive and management staff, of the overall assessment and recommendations for each item identified above, and summarizes the key challenges and solutions.
- a. The final report shall include recommendations that address areas such as resource allocations, programming service, delivery, quality and fidelity to programs, streamlining inefficiencies, and programming use to maximize parole eligibility.
  - b. The final report shall include findings and recommendations tailored to the state agency.

- c. The final report shall include a proved supplementary document that helps break the recommendations into an actionable timeline.

#### **2.4 Contractor Qualifications:**

- 2.4.1 Delivering Recommendations – The contractor must have at least two years' experience delivering recommendations that result in real correctional program improvements in operations of comparable scale and complexity to the state agency.
- 2.4.2 Identifying Savings and Efficiencies – The contractor must have experience in identifying efficiencies in correctional program delivery in operations similar to the state agency.
- 2.4.3 Quality Management Systems – The contractor must have experience in developing quality management systems to ensure sustainability of correctional programs in operations of comparable scale and complexity to the state agency.

#### **2.5 Team/Personnel Considerations:**

- 2.5.1 The contractor shall include the following team members/personnel to administer the contract requirements:
  - a. Leadership Team – The contractor's leadership team members should include executive level personnel who have major authority over the assessment of the Correctional Program Offerings that should possess at least five (5) years of managing similar services.
    - 1) The contractor's leadership team must meet the following minimum requirements:
      - Possess knowledge of prison operations in the United States; and
      - Have a knowledge of correctional evidence based practices.
  - b. Working Team –
    - 1) The contractor's personnel assigned to provide the assessment must meet the following minimum requirements:
      - Possess specialized expertise in correctional evaluation, programming treatment, and quality assurance to conduct the assessment; and
      - Have a knowledge of the Missouri correctional system and the data collected by the state agency.
    - 2) Program Manager – At least one of the working team members should be designated as the Project Manager who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) working days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's Program Manager(s). The contractor's Program Manager shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.
- 2.5.2 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

### 2.5.3 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.

### 2.6 Recordkeeping and Monitoring Requirements:

- 2.6.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
  - a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
  - b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.

- c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.6.2 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.

## 2.7 Invoicing and Payment Requirements:

2.7.1 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>.

2.7.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.7.3 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>.

### 2.7.4 Invoicing and Payment–

- a. Deliverable 1, Analysis of Program Data, Referral Processes & Program Administration Policies and Practices
  - 1) After completion of Deliverable 1, Analysis of Program Data, Referral Processes & Program Administration Policies and Practices, the contractor shall submit an invoice to the state agency. The contractor shall not invoice for more than 20% of the guaranteed not-to-exceed total price quoted on the Pricing Page.
  - 2) After state agency approval of the invoice, the contractor shall be paid the amount of the approved invoice.

b. Deliverable 2, Observe Program Delivery

- 1) After completion of Deliverable 2, Observe Program Delivery, the contractor shall submit an invoice to the state agency. The contractor shall not invoice for more than 20% of the guaranteed not-to-exceed total price quoted on the Pricing Page.
- 2) After state agency approval of the invoice, the contractor shall be paid the amount of the approved invoice.

c. Deliverable 3, Present Findings and Provide a Written Report

- 1) After completion of Deliverable 3, Present Findings and Provide a Written Report, the contractor shall submit an invoice to the state agency. The contractor shall not invoice for more than 20% of the firm, fixed total price quoted on the Pricing Page.
- 2) After state agency approval of the invoice, the contractor shall be paid the amount of the approved invoice.

d. Final Report –

- 1) Upon the submission of the final report, the contractor shall submit an invoice for services provided for the remainder of the guaranteed not-to-exceed total price not previously invoiced to the address indicated on page 1.
- 2) After state agency approval of the invoice, the contractor shall be paid the amount of the approved invoice.
- 3) The total payment to the contractor shall not exceed the guaranteed not-to-exceed total price quoted on the Pricing Page of the contractor's awarded proposal.

2.7.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.7.6 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.

2.7.7 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.

2.7.8 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.

2.7.9 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.

### 3. CONTRACTUAL REQUIREMENTS

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.*

#### 3.1 Contract:

- 3.1.1 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.
    - 1) The State of Missouri does not negotiate contracts after award.
  - 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.

#### 3.2 Contract Period:

- 3.2.1 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.

#### 3.3 Termination:

- 3.3.1 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.

#### 3.4 Contractor Liability:

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



- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.4.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

### **3.5 Insurance:**

- 3.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

### **3.6 Subcontractors:**

- 3.6.1 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.

### **3.7 Participation by Other Organizations:**

- 3.7.1 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 contract's expiration date, 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.

### **3.8 Prison Rape Elimination Act (PREA) Requirements:**

- 3.8.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's correctional centers must be at least 21 years of age.
- 3.8.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
  - a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.8.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.8.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
  - a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct

with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

- b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

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

### **3.9 Contractor Status:**

3.9.1 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.

### **3.10 Coordination:**

3.10.1 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.

### **3.11 Property of State:**

3.11.1 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.

### **3.12 Confidentiality:**

3.12.1 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.

3.12.2 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.

### **3.13 Criminal Justice Information:**

3.13.1 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.*".

### **3.14 Contractor Equipment Use:**

3.14.1 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.

**END OF PART THREE: CONTRACTUAL REQUIREMENTS**

#### 4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

*This section of the RFP includes information and instructions to the vendor that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.*

##### 4.1 Introduction:

4.1.1 The vendor's proposal should include a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this RFP. The vendor's plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

4.1.2 This section describes the contents and format designed to ensure completeness in the vendor's proposal. The intent of the instructions contained herein is to standardize the proposals to enable equitable measurements for competitive review for awarding to the lowest and best responsive vendor with a proposal that is the most advantageous to the state.

##### 4.2 Submission of Solicitation Response:

4.2.1 MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>). For all solicitations, vendors have the option of submitting their solicitation response either as an electronic response or as a hard copy 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/sites/missouribuys/files/FINALHowToRespondToASolicitation\\_v2.7.09.16\\_revised\\_12.01.18.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf) (This document is also on the Bid Board referenced above.) Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any attachments.

- a. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the "Register" button at the top of the page, and completing the Vendor Registration.
- b. 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.
- c. If a registered vendor submits an electronic and hard copy solicitation 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.

4.2.2 Electronic Response in MissouriBUYS - Vendors are encouraged to submit their entire response electronically; 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 solicitation as an attachment to the electronic response. The registered vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, 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.

- 1) 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 searchable 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 response in their attachments to be unreadable which could negatively impact the evaluation of the vendor's response.

- 4.2.3 **Hard Copy Solicitation Response** - If the vendor is submitting a solicitation response via the mail or a courier service or is hand delivering the solicitation response, the vendor should include completed exhibits, forms, and other information concerning the solicitation (including completed Pricing Page(s)) with the solicitation. The vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.
- a. The vendor should include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.
  - b. The solicitation response should be page numbered.
  - c. The vendor should include one (1) additional copy along with their original response. The front cover of the original response should be labeled "original" and the front cover of the copy should be labeled "copy".
  - d. In addition, the vendor should include one (1) complete electronic copy of their solicitation response in Microsoft compatible format on password protected flash drive. The electronic copy of the solicitation response and electronic attachments should be in a searchable format to facilitate the evaluation process. The vendor should provide the password for accessibility to the document(s). The vendor should ensure all media are identical to the vendor's hard copy original response.
  - e. **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 solicitation 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. Solicitations may be submitted in a notebook or binder.
- 4.2.4 **Compliance with Requirements, Terms and Conditions:** Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the state exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issue(s).
- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
  - b. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the state's terms and conditions may render an vendor's proposal unacceptable and remove it from consideration for award.

### **4.3 Confidential Materials:**

- 4.3.1 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 including schedule of events and/or deliverables;
  - 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.

#### 4.4 Proposal Format:

- 4.4.1 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.
- 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, Approach, and Work Plan (Exhibit B), Team Qualifications (Exhibit C), and Past Performance (Exhibit D). **The Proposed Methodology, Approach, and Work Plan of the Technical Proposal should be limited to no more than 20 pages, including any exhibits related to the Technical Proposal. Standard fonts, 11 point or above, should be used.**
    - 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 E-Participation Commitment
      - Exhibit F-Documentation of Intent to Participate
    - 2) Miscellaneous Information
      - Exhibit G- Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
      - Exhibit H-Miscellaneous Information

#### 4.5 Competitive Negotiation of Proposals:

- 4.5.1 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:
- 4.5.2 Negotiations may be conducted in person, in writing, or by telephone.
- 4.5.3 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.
- 4.5.4 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.
- 4.5.5 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.



**4.6 Evaluation and Award Process:**

4.6.1 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 1.

Category	Element	Points
<b>COST PROPOSAL</b>		<b>60 points</b>
<b>TECHNICAL PROPOSAL</b>		<b>130 points</b>
Proposed Methodology, Approach, and Work Plan		<b>60 points</b>
	Work Plan	35 points
	Recommendations	15 points
	Final Report	10 points
Team Qualifications		30 points
	Leadership Team	5 points
	Working Team	25 points
Past Performance		<b>40 points</b>
	Overall Relevant Vendor Experience	10 points
	Case Study #1	10 points
	Case Study #2	10 points
	Case Study #3	10 points
<b>MBE/WBE PARTICIPATION</b>		<b>10 Points</b>
<b>TOTAL</b>		<b>200 points</b>

4.6.2 Details on the rating and scoring of the Technical Proposal can be found on Attachment 1.

4.6.3 The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

4.6.4 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.

4.6.5 In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable. Such determination shall be based upon information submitted in the Technical Proposal.

**4.7 Evaluation of Cost:**

4.7.1 Pricing – The vendor must provide pricing for all line items as required on Exhibit A-Pricing Page.

4.7.2 Objective Evaluation of Cost –The cost evaluation shall be based on the price quoted on Exhibit A-Pricing Page.

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation points (60)} = \text{Assigned Cost Points}$$

**4.8 Evaluation of Proposed Methodology, Approach, and Work Plan:**

- 4.8.1 The Technical Proposal should present a Proposed Methodology, Approach, and Work Plan 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, Approach, and Work Plan.
- 4.8.2 The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.8.3 The vendor's Proposed Methodology, Approach, and Work Plan will be rated using the adjectival rating system as defined in Table 1 of Attachment 2. Details on the rating and scoring of the Proposed, Methodology, Approach, and Work Plan can be found in Table 2 of Attachment 2.

**4.9 Evaluation of Team Qualifications:**

- 4.9.1 The Technical Proposal should provide detailed information on the experience and qualifications of the vendor's proposed team using the format on Exhibit C. The vendor's proposed team should include both the Leadership Team and Working Team.
- a. Leadership Team: No more than four (4) Leadership Team (i.e. executive level personnel who would have major authority over this project) members' biographies will be considered in the evaluation. For evaluation purposes, only the first four (4) 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 members' biographies will be considered in the evaluation. At least two (2) of the Working Team biographies should be representative Project Managers who could lead this project. Other biographies should be representative of the qualifications and experience of consultants, analysts, or other support that would be assigned to the project. Any additional biographies submitted will not be evaluated.
- 4.9.2 The vendor's Leadership Team Qualifications will be rated using the adjectival rating system as defined in Table 3 of Attachment 2 and the Working Team Qualifications will be rated using the adjectival rating system defined in Table 3A of Attachment 2. Details on the rating and scoring of the Team Qualifications can be found on Table 4 of Attachment 2.

**4.10 Evaluation of Past Performance:**

- 4.10.1 The Technical Proposal must provide overall relevant experience using the format on Exhibit D. Additionally the Technical Proposal should provide three (3) past performance case studies using the format on Exhibit D. Such case studies should be no longer than one (1) page and summarize the project's context, objectives, approach, and impact achieved relevant to the Proposal. These case studies should have been completed in the past three (3) years. At least two (2) should involve work for a government agency of similar scale and complexity to the state agency. The case study 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 three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.

**Paragraph Revised by Addendum 01**

- 4.10.2 The vendor's past performance will be rated using the adjectival rating system as defined in Table 5 of Attachment 2. Details on the rating and scoring of the Past Performance can be found in Table 6 of Attachment 2.

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

4.11.1 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.)

4.11.2 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.

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

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

4.11.4 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 E, 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.

**Paragraph Revised by Addendum 01**

- b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, or letter of intent *recently signed* 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 F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

4.11.6 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.

4.11.7 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>

**4.12 Miscellaneous Submittal Information:**

4.12.1 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 E, 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 F, 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 F, Documentation of Intent to Participate Form or provide a letter of intent.
- c. A list of Missouri sheltered workshops can be found at the following Internet address:
    - 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 Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.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 E, Participation Commitment, shall be interpreted as a contractual requirement.

4.12.2 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 E, 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 F, 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 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:

- 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 F, 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.ia.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit E, 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 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; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

4.12.4 The vendor should complete and submit Exhibit H, Miscellaneous Information.

4.12.5 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.

**END OF PART FOUR: PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS**





**EXHIBIT B**  
**TECHNICAL PROPOSAL**  
**PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN**

Directions for Vendor: The vendor should present a written plan for performing the requirements specified in Section 2, Contractual Requirements. The Proposed Methodology, Approach, and Work Plan should be no longer than **twenty (20) pages**, including any exhibits related to the proposal. Standard fonts, 11 point or above, should be used.

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

- 1) Work Plan (including the proposed sequence of completion, number of days to complete, assessment being used to complete services, and submission of the recommendations). In addition, the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- 2) Deliverables
- 3) Submission of Final Report

For areas #1-3 above, the vendor should:

- Detail how the vendor will deliver each requirement, including references to specific tools, techniques, analyses, other capabilities, or experiences relevant to successful delivery
- Identify resources or other commitments by the state agency and state government staff as needed, if any, necessary to meet requirements
- Describe the vendor's team structure and operating model
- Identify any potential barriers or risks to successful delivery, and proposed steps to mitigate

**EXHIBIT C**  
**TECHNICAL PROPOSAL**  
**TEAM QUALIFICATIONS – LEADERSHIP TEAM MEMBER BIOGRAPHIES**

Directions for Vendor: No more than 4 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.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

<b>Degree, certification, or other distinctions</b>	<b>Institution</b>	<b>Date</b>
<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:**

<b>Organization</b>	<b>Role</b>	<b>Dates</b>
<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:**

<b>Topic</b>	<b>Years of experience</b>	<b>Brief description of relevant experience (e.g., specific projects; previous employment)</b>
Prison operations experience		
Correctional evidence-based practice knowledge		
Other		

**Other experience or background information:**

**EXHIBIT C, continued**  
**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. At least one (1) of the Working Team biographies should be a representative Project Manager who could lead this project. Other biographies should be representative of the qualifications and experience of consultants, analysts, or other support that would be assigned to the working team.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

<b>Degree, certification, or other distinctions</b>	<b>Institution</b>	<b>Date</b>
<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:**

<b>Organization</b>	<b>Role</b>	<b>Dates</b>
<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:**

<b>Topic</b>	<b>Years of experience</b>	<b>Brief description of relevant experience (e.g., specific projects; previous employment)</b>
Delivering Recommendations		
Identifying Savings and Efficiencies		
Identifying Technological Systems		
Other		

**Other experience or background information:**

**EXHIBIT D**  
**TECHNICAL PROPOSAL**  
**PAST PERFORMANCE**

Directions to Vendor: Provide the overall relevant vendor experience related to this RFP and reflective of the contractor qualifications in section 2.4.

<b>Overall Relevant Vendor Experience</b> (succinctly identify experience in each of the qualification areas identified below)	
The vendor must identify experience delivering recommendations that result in real correctional program improvements in operations of comparable scale and complexity to the state agency.	
The vendor must identify efficiencies in correctional program delivery in operations similar to the state agency.	
The vendor must identify experience in developing quality management systems to ensure sustainability of correctional programs in operations of comparable scale and complexity to the state agency.	

**EXHIBIT D, continued**  
**TECHNICAL PROPOSAL**  
**PAST PERFORMANCE**

Directions to Vendor: The vendor should provide three (3) past performance reference case studies. Each should have been completed in the past three (3) years. At least two (2) should involve work for a state agency of similar scale and complexity as the Department of Corrections. The vendor should copy and complete this Exhibit for each case study presented. The three (3) case studies should represent the vendor's most relevant and recent experience that most closely aligns with the vendor's services proposed herein.

<b>CASE STUDY</b>	
<b>Project Title</b>	
<b>Duration of the Project</b>	
<b>Specific Contact Information:</b>	Organization Name: Contact Person Name: Telephone Number: Email Address:
<b>The vendor should summarize below the past project's context, objectives, approach and impact achieved relevant to this RFP.</b>	

**EXHIBIT E**  
**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.

<b>MBE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

**EXHIBIT E, continued**  
**PARTICIPATION COMMITMENT**

<b>WBE Participation Commitment Table</b>		
<p>(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.)</p>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

**EXHIBIT E, continued**  
**PARTICIPATION COMMITMENT**

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation (\$ amount or % of total value of contract)</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <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:
<b>Total Blind/Sheltered Workshop Percentage:</b>	<b>%</b>	



**EXHIBIT F**

**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 F, 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.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

**EXHIBIT G**

**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 G, 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](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the 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 G, 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 G, 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 H**

**MISCELLANEOUS INFORMATION**

**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: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf</a> )	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: <ol style="list-style-type: none"> <li>1. _____ Unique good or service.                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.                         <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> </li> <li>3. _____ Economic cost factor exists                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>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"> <li>• 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: _____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul> </li> </ol>		

**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 H, continued**

**MISCELLANEOUS INFORMATION**

**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:	

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

<b>Proposed Subcontractor Name and Address</b>	<b>Service Proposed to be Provided by the Proposed Subcontractor</b>



**Attachment #1  
Correctional Centers**

**Algoa Correctional Center**  
8501 No More Victims Rd.  
Jefferson City, MO 65101

**Boonville Correctional Center**  
1216 East Morgan St.  
Boonville, MO 65233

**Chillicothe Correctional Center**  
3151 Litton Rd.  
Chillicothe, MO 64601

**Cremer Therapeutic Community Center**  
689 Highway O  
Fulton, MO 65251

**Eastern Reception & Diagnostic  
Correctional Center**  
2727 Highway K  
Bonne Terre, MO 63628

**Farmington Correctional Center**  
1012 West Columbia  
Farmington, MO 63640

**Fulton Reception & Diagnostic Center**  
1292 Highway O  
Fulton, MO 65251

**Jefferson City Correctional Center**  
8416 No More Victims Rd.  
Jefferson City, MO 65101

**Moberly Correctional Center**  
5201 South Morley  
Moberly, MO 65270

**Missouri Eastern Correctional Center**  
18701 Old Highway 66  
Pacific, MO 63069

**Kansas City Reentry Center**  
651 Mulberry  
Kansas City, MO 64101

**Maryville Treatment Center**  
30227 US Highway 136  
Maryville, MO 64468

**Northeast Correctional Center**  
13698 Airport Rd.  
Bowling Green, MO 63334

**Ozark Correctional Center**  
929 Honor Camp Lane  
Fordland, MO 65652

**Potosi Correctional Center**  
11593 State Highway O  
Mineral Point, MO 63660

**South Central Correctional Center**  
255 W Highway 32  
Licking, MO 65542

**Southeast Correctional Center**  
300 East Pedro Simmons Dr.  
Charleston, MO 63834

**Tipton Correctional Center**  
619 N Osage Avenue  
Tipton, MO 65081

**Western Missouri Correctional Center**  
609 E Pence Rd.  
Cameron, MO 64429

**Women's Eastern Reception & Diagnostic  
Correctional Center**  
1101 East Highway 54  
Vandalia, MO 63382

**Western Reception & Diagnostic  
Correctional Center**  
3401 Faraon St.  
St. Joseph, MO 64506

Attachment Revised by Addendum 01

**ATTACHMENT 2**  
**EVALUATION CRITERIA FOR TECHNICAL PROPOSAL**

As explained in Section 3, proposals will be evaluated using the weighting of factors found in that section.

**Scoring of Proposed Methodology, Approach, and Work Plan**

The state will assess the Proposed Methodology, Approach, and Work Plan based upon the adjectival categories in Table 1.

<b>TABLE 1</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	Proposal exceeds the requirements in a way that promises significant benefits to the government; proposal presents innovative, and/or best-in-class solutions; high confidence in the proposed approach
<b>Superior</b>	Proposals meets all requirements; proposal offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach
<b>Satisfactory</b>	Proposal meets all requirements; proposal offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach
<b>Marginal</b>	Proposal has one or more significant weaknesses and proposal provides limited details; significant weaknesses are correctable without major revisions to the proposal; moderate confidence in the proposed approach
<b>Unsatisfactory</b>	Proposal has several significant weaknesses and proposal lacks detail and/or clarity, for which correction would require major revisions or redirection of the proposal and/or proposal solution; little or no confidence in the proposed approach

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan will have the point values as shown in Table 2:

<b>TABLE 2</b>					
<b>Element</b>	<b>Distinctive</b>	<b>Superior</b>	<b>Satisfactory</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
<b>Work Plan</b>	35	24	18	6	0
<b>Deliverables</b>	15	12	8	4	0
<b>Final Report</b>	10	5	5	2	0

**Scoring of Team Qualifications**

The state will assess the Team Qualifications for the Leadership Team based upon the adjectival categories in Table 3 and the Working Team based upon the adjectival categories in Table 3A.

<b>Table numbered correctly by Addendum 01</b>	
<b>TABLE 3</b> <b>LEADERSHP TEAM</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	At least one member of the Leadership team has served as warden or administrator of a prison in the United States and has championed initiatives to implement correctional evidenced based practices in that or other prisons.
<b>Superior</b>	At least one member of the Leadership team has experience working in a prison setting and can articulate the importance of evidence based practices for correctional systems.

<b>Table numbered correctly by Addendum 01</b>	
<b>TABLE 3 LEADERSHP TEAM</b>	
<b>Rating</b>	<b>Definition</b>
<b>Satisfactory</b>	At least one member of the Leadership team has worked directly with prison system leaders and can articulate the importance of correctional evidence based practices for correctional systems.
<b>Marginal</b>	No Leadership team members have worked directly a prison system leader and demonstrates only an academic knowledge of correctional evidence based practices.
<b>Unsatisfactory</b>	Leadership team has no correctional background.

<b>TABLE 3A WORKING TEAM</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	Team exceeds the requirements with superlative experience, qualifications, and/or expertise in a way that promises significant benefits to the government; team has track record of delivering significant impact in complex and demanding situations, and/or recognized as leaders or emerging leaders among relevant peer groups; high confidence with the team’s qualifications
<b>Superior</b>	Team meets all requirements and offers experience, qualifications, and demonstrated expertise that goes beyond stated requirements; no material weaknesses; confidence with the team’s qualifications
<b>Satisfactory</b>	Team meets all requirements; offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence with the team’s qualifications
<b>Marginal</b>	Team has one or more significant weaknesses; significant weaknesses are manageable; moderate confidence with the team’s qualifications
<b>Unsatisfactory</b>	Team has several significant weaknesses; which present significant risks to project delivery; little or no confidence with the team’s qualifications

The adjectival rating for Leadership Team and Working Team will have a point value as shown in Table 4:

<b>TABLE 4</b>					
	<b>Distinctive</b>	<b>Superior</b>	<b>Satisfactory</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
<b>Leadership team</b>	5	4	2	1	0
<b>Working team</b>	25	18	12	5	0

**Scoring of Past Performance**

The state will assess the Vendor’s Past Performance based upon the adjectival categories in Table 5:

<b>TABLE 5 CASE STUDY/REFERENCE</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	Past performance was recent and involved essentially the same scope and magnitude of effort and complexities required in this RFP. Reference indicated past performance significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact.

<b>TABLE 5</b>	
<b>CASE STUDY/REFERENCE</b>	
<b>Rating</b>	<b>Definition</b>
<b>Superior</b>	Past performance was recent involved similar scope and magnitude of effort and complexities required in the RFP. Reference indicated past performance exceeded requirements on some dimensions.
<b>Satisfactory</b>	Past performance was relatively recent and involved some of the scope and magnitude of effort and complexities required in the RFP. Reference indicated past performance met minimum requirements.
<b>Marginal</b>	Past performance met requirements, but only after significant extra effort, significant delay, significant scope revisions were found necessary, and/or other adverse factors.
<b>Unsatisfactory</b>	Past performance is not relevant to the requirements in the RFP, or resulted in failed project/work due to mainly to the fault of the vendor.

The adjectival rating for each Past Performance Reference Case Study will have a point value as shown in Table 6:

<b>TABLE 6</b>					
	<b>Distinctive</b>	<b>Superior</b>	<b>Satisfactory</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
<b>Overall Relevant Vendor Experience</b>	10	7	5	2	0
<b>Case study #1</b>	10	7	5	2	0
<b>Case study #2</b>	10	7	5	2	0
<b>Case study #3</b>	10	7	5	2	0

**NOTE:** In the event the vendor fails to respond to any of the evaluation elements identified in Evaluation and Award Process Section, the vendor may receive an “Unsatisfactory” rating for the corresponding evaluation element.

**STATE OF MISSOURI  
DIVISION OF PURCHASING  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
  - l. **May** means that a certain feature, component, or action is permissible, but not required.
  - m. **Must** means that a certain feature, component, or action is a mandatory condition.
  - n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
  - o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
  - p. **Shall** has the same meaning as the word **must**.
  - q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouriBuys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was

established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end 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.
- 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.

