STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JANUARY 12, 2016 TO:
Beth Lambert, Procurement Officer II
Beth.Lambert@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
December 15, 2015	Keypoint Counseling Services 4218 Roanoke Road Suite 100 Kansas City, MO 64111	Amendment 001 SDA50300412	Indigent Sex Offender Treatment Services for Missouri Department of Corrections

CONTRACT #SDA50300412 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.9.2 on page 9, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of July 1, 2016 through June 30, 2017.

All terms, conditions and provisions, including pricing, of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Keypoint Counseling Services, LLC
Mailing Address: 4218 Roanoke Suite 100
City, State Zip: Kansas City, Mo. 64111
Telephone: 816-853-7273
E-Mail Address: ebotann@aol.com
Authorized Signer's Printed Name and Title: Ebony Tanner, therapist - LCSW
Authorized Signature: Ebony Tanner, LCSW Date: 12-28-15

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Ellis McSwain, Chairman – Division of Probation and Parole **Date** 1/5/16

ORIGINAL

INVITATION FOR BID

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

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

IFB SDA503-004

Indigent Sex Offender Treatment Services

FOR

Missouri Department of Corrections
Statewide

Contract Period: Date of Award through June 30, 2016

Date of Issue: June 12, 2015
Page 1 of 42

Bids Must Be Received No Later Than:

2:00 p.m., July 9, 2015

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

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: KeyPoint Counseling Services
Mailing Address: 4218 Roanoke Road Suite 100
City, State, Zip: Kansas City, Missouri 64111
Telephone: 816-868-0349 Fax: 816-561-5555
Federal EIN #: 43-1935764 State Vendor #:
Email: hilmars1@aol.com or ebotann@aol.com

Authorized Signer's Printed Name and Title: Ebony Tanner, MSW, LCSW - co-owner

Authorized Signature: Ebony Tanner, LCSW Bid Date: 7-2-15

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: In its entirety.

Contract No. SDA50300412

Ellis McSwain Jr., Chairman, Board of Probation and Parole Date 10/15/15

ORIGINAL

INVITATION FOR BID

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

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

IFB SDA503-004

Indigent Sex Offender Treatment Services

FOR

Missouri Department of Corrections
Statewide

Contract Period: Date of Award through June 30, 2016

Date of Issue: June 12, 2015
Page 1 of 42

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Federal EIN #: 43-1935764 State Vendor #:
Email: hilmars1@aol.com or ebotann@aol.com

Authorized Signer's Printed Name and Title: Ebony Tanner, MSW, LCSW - co-owner

Authorized Signature: Ebony Tanner, LCSW Bid Date: 7-2-15

NOTICE OF AWARD:

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

Contract No.

Ellis McSwain Jr., Chairman, Board of Probation and Parole

Date

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This document constitutes a request for competitive, sealed bids from qualified individuals and organizations to provide sex offender Designated Sex Offender (DSO) evaluations, intake assessment and treatment services for indigent offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, (herein after referred to as Department).

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), has been divided into the following parts for the convenience of the bidder:

- Introduction and General Information
- Contractual Requirements
- Bid Submission Information
- Pricing Page (s)
- Exhibits A-G
- Terms and Conditions
- Attachment 1

1.2 Pre-Bid Conference:

1.2.1 A pre-bid conference regarding this IFB will be held on June 23, 2015at 1:30 p.m. Central Time in the DORS Conference Room at the Department of Corrections Central Office, 2729 Plaza Drive, Jefferson City, MO. Attendance is not required to submit a bid; however, all bidders are encouraged to attend since information related to the IFB will be discussed in detail. Bidders may attend the pre-bid conference in person or may participate via teleconference.

1.2.2 If a bidder desires to participate via phone, the bidder must contact Gary Stoll by email at gary.stoll@doc.mo.gov to obtain dial-in instructions. The bidder will be provided with a telephone number to dial, in order to listen and participate in the pre-bid conference call. In order to guarantee space on the call, the bidder should contact Gary Stoll by June 22, 2015.

1.2.3 All potential bidders are encouraged to participate in the pre-bid conference, as it will be used as the forum for questions, communications, and discussions regarding the IFB. The bidder should become familiar with the IFB and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the IFB.

a. Prior to the prebid conference, the bidder may submit written communications and/or questions regarding the IFB to the buyer of record. Such prior communication will provide the Department with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.
b. During the pre-bid conference, it shall be the sole responsibility of the bidder to orally address all issues previously presented to the buyer of record by the bidder, including any questions regarding the IFB or areas of the IFB requiring clarification.
c. Any changes needed to the IFB as a result of discussions from the pre-bid conference will be accomplished as an amendment to the IFB. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.4 The bidder should have/bring a copy of the IFB since the IFB will be used as the agenda for the pre-bid conference.

1.2.5 Bidder should advise of any special accommodations needed for disabled personnel who will be participating in the pre-bid conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 The Office of Administration has issued a delegation of authority to the Department of Corrections, which permits the Department to administer the development, issuance, evaluation and award of contracts for sex offender treatment services for offenders under the supervision of the Department of Corrections.

1.3.2 The Department of Corrections has approximately 2,376 sex offenders on supervision in the community. Sections 556.140 and 556.141 RSMo require all offenders convicted of certain sex offenses to participate in and successfully complete sex offender – specific treatment. Sex offender management and treatment is a specialized field and the Department of Corrections, Division of Probation and Parole is charged with supervision of these offenders in the community.

1.3.3 According to recent estimates by the Division of Probation and Parole, the agency supervises over 160 indigent offenders that are in need of being evaluated for services and over 400 indigent offenders that are in need of treatment services. The purpose of this RFP is to obtain Department approved therapists to provide assessments and treatment to indigent sex offenders.

1.3.4 Previous contracts exist for the services being obtained via the IFB. A copies of the contracts can be viewed and printed from the Department of Corrections website at http://doc.mo.gov/DHS/Professional_Services_Awarded.php.

1.3.5 Although an attempt has been made to provide accurate and up-to-date information, the Missouri Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.

1.3.6 For the purpose of the contract, indigent offenders will be those offenders meeting DOC criteria that has been pre-established and used for the collection of intervention fees from offenders. DOC will refer offenders considered indigent to the contractor for services. The probation and parole officer will provide the contractor of any changes in the offender's indigent status.

INVITATION FOR BID

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

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

AMENDMENT 1
IFB SDA503-004

Indigent Sex Offender Treatment Services

FOR

Missouri Department of Corrections
Statewide

Contract Period: Date of Award through June 30, 2016

Date of Issue: June 24, 2015
Page 1 of 42

Bids Must Be Received No Later Than:

2:00 p.m., July 9, 2015

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

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: KeyPoint Counseling Services
Mailing Address: 4218 Roanoke Road, Suite 100
City, State, Zip: Kansas City, Missouri 64111
Telephone: 816-868-0349 Fax: 816-561-5555
Federal EIN #: 43-1935764 State Vendor #:
Email: hilmars1@aol.com or ebotann@aol.com

Authorized Signer's Printed Name and Title: Ebony Tanner, MSW, LCSW, co-owner

Authorized Signature: Ebony Tanner, MSW, LCSW Bid Date: 7-02-15

NOTICE OF AWARD:

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

Contract No.

Ellis McSwain Jr., Chairman, Board of Probation and Parole

Date

Amendment 1 makes the following changes to IFB SDA503-004

Adds paragraph 2.2.1.a.

Revises paragraph 3.9.2

Revises Exhibit A, Pricing Page

PART TWO
SCOPE OF WORK

2.1 General Contractual Requirements

2.1.1 The contractor shall provide sex offender intake assessments, evaluations and treatment services for indigent offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections (hereafter referred to as the Department).

2.1.2 The contractor shall provide services at the site for which they have been approved as a provider for the Department. The Department requires services in counties throughout the state.

2.1.3 The Department makes no guarantee as to the minimum or maximum number of any specific service that shall be required. The contractor shall understand and agree that payment shall be made following services being rendered.

2.1.4 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department of Corrections, Division of Probation and Parole, who shall be the final judge of the quality of the contractor's performance under the contract.

2.1.5 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

2.1.6 Disputes arising from conflicts with Departmental policy and clinical practice, or other service provision, shall be resolved through collaboration between the Department of Corrections Probation and Parole District Administrator, the Department of Corrections Regional Sex Offender Specialist and the contractor.

2.2 Specific Service Requirements

2.2.1 The contractor shall provide services at the request of the Department to include one, some or all of the following:

- Group therapy
- Individual therapy, which may include, but not be limited to items for group sessions included in 2.2.2
- Individual Designated Sex Offender evaluations

This section was added by Amendment 1

a. *Participants will be referred to the contractor by the Department. The contractor must inform the Department if they will be unable to provide service to a referral within thirty (30) days of the date of referral. Such notice must be given to the Department within seven (7) days of referral.*

2.2.2 Group sessions shall include, but shall not be limited to:

- Risk assessment
- Counseling and psychotherapy
- Cognitive therapy
- Couples and family therapy
- Relationship and social skills training
- Relapse prevention
- Sexual arousal control

- Social support networks
- Victim awareness and empathy
- Adult Learning Theory

2.2.3 The contractor shall obtain the appropriate signed release of information documentation from each participant.

a. All contractor reports, records and documentation relating to the offender shall be available for review at the Department's request.

2.2.4 Each group session shall not exceed ninety (90) minutes in length and shall meet at least one time weekly, unless assigned to aftercare.

2.2.5 Individual therapy sessions shall not exceed sixty (60) minutes in length per week.

2.2.6 The contractor should utilize whatever assessment instruments are necessary to address the needs of the offender, generally including all of the following:

- Reason for referral,
- Summary of charges/allegations, including any reports from the criminal record, Probation and Parole Officer, etc.,
- Psychosocial history, including education, work history and substance abuse history,
- Clinical interview,
- A measure of static risk factors,
- At least one measure of personality and/or psychopathy (MMPI, PAI,HARE-PCL).

a. The contractor shall complete a formal intake assessment that shall be documented in the offender treatment file and shall include:

- A thorough psychosocial evaluation,
- A complete sexual history,
- An assessment of risk to the community, such as SOTIPs.

2.2.7 The contractor shall consult with the supervising Probation and Parole officer on any offender requiring polygraph testing. The supervising Probation and Parole officer shall make the referral for polygraph testing through a separate contract.

2.2.8 The contractor shall notify the Probation and Parole officer of any offender absence by the close of business the day following the missed session.

2.2.9 The contractor shall consult with the supervising Probation and Parole officer prior to movement of an offender to aftercare or maintenance level of treatment, completion of treatment and the termination of any offender from the program.

2.2.10 The contract shall allow treatment sessions to be observed at any time by a Treatment Compliance Specialist to insure compliance with standards.

2.2.11 All records and documentation must be made available to the Treatment Compliance Specialist upon request. This information will primarily be requested during audits completed by the Treatment Compliance Specialist.

2.3 Personnel Requirements

2.3.1 The contractor shall comply with the following personnel requirements:

a. The contractor and any employee providing evaluations, testing, counseling or group sessions shall be a Department of Corrections approved sex offender treatment provider.

b. The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Statutes of the State of Missouri that address the provisions of professional services in the State of Missouri. Any and all licensure and certifications held by the contractor's personnel must be current.

   1. The contractor shall be responsible for the "licensing /certification supervision" of members of the contractor's staffs that, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the Department's prior approval.

c. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes. The contractor and the contractor's staff shall assist the Department in enforcing offender rules by reporting violations to the Department or its designee. Furthermore, the contractor shall not obstruct the Department 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 Department's policy and procedures relating to employee conduct.

d. The contractor shall be responsible for supervising its employees. The unique nature of working with offenders, including safety and security issues, requires the Department to carefully monitor the contractor's employees. Any concerns a Department employee has regarding contract employees, their job performance, or the conditions of their employment shall be reported through the chain of command through the Department Regional Sex Offender Specialist in order that proper communications can occur with the contractor.

2.4 Affidavit of Work Authorization and Documentation-

2.4.1 The contractor shall only utilize 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.

2.4.2 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.

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

2.4.4 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:

a. 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

b. Provide to the Department the documentation required in the **EXHIBIT G**, 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

c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT G**, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization.

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

2.5 Report Requirements

2.5.1 The contractor shall provide quarterly progress reports to the supervising Probation and Parole Officer. Progress reports shall be received by the Probation and Parole officer no later than ten (10) working days following the end of the calendar quarter. Progress reports shall minimally include attendance, participation levels in treatment, program progress and current issues being addressed by the contractor and the offender.

2.5.2 The contractor shall provide written completion reports on each offender within 10 calendar days following completion or termination from the treatment program. Completion/termination reports shall include a degree of risk to the community and supervision recommendations to the Probation and Parole officer.

2.6 Approved Provider Requirements

2.6.1 The contractor shall be a Department Approved Sex Offender provider

2.6.2 The contractor shall comply with and continuously meet the criteria set forth by the Missouri Department of Correction, Division of Probation and Parole for approved Sex Offender Treatment Providers as set out in the Sex Offender Provider Manual , **Attachment 1**.

2.7 Participation by Other Organizations:

2.7.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.

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

b. The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

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

d. No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the state agency. 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 contactor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at http://oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.8 Other Requirements

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

a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.

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

1. The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.

2. The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.

c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor

2.8.2 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the Department,

other state of Missouri agencies and the federal government to inspect these records with the approval of the Department.

2.9 Other Contractual Requirements

2.9.1 **Contract:** The contract between the Department and the contractor shall consist of (1) the Invitation for Bid (IFB), any amendments, attachments and/or exhibits thereto, and (2) the bid submitted by the contractor in response to the IFB and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Invitation for Bid shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the Department, is binding on the contractor without further clarification.

2.9.2 **Contract Period:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract, or any portion thereof for three (3) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

2.9.3 **Renewal Periods** – If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

The Department of Corrections does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request the renewal of the contract at a price less than the maximum price stated. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.

2.9.4 **Contract Extension:** In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions and pricing in order to complete the procurement process and transition to the new contract.

2.9.5 **Termination:** The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver to FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within thirty (30) days after receipt of the written request.

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

3. The contractor shall discontinue providing services, on the date specified by the Department, in order to insure the completion of such services prior to the expiration of the contract.

2.9.6 **Notice:** Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor's contact at the e-mail address on the signature page of the contract or to an e-mail address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address on the signature page of the contract, or at an address the contractor may have requested in writing.

2.9.7 **Deficiency Notice:** The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.

b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).

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

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

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

a. 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.

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

2.9.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall

assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.9.10 **Conflict of Interest:** In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

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

b. It is agreed that no Department of Corrections employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any Department of Corrections employee may be involved in the performance of this contract, written approval shall be obtained from the Director of the Department.

2.9.11 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.

2.9.12 **Incidental Beneficiaries**: The contract is not intended to create any rights, liberties, interests, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

2.9.13 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

2.9.14 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Missouri Department of Corrections, Purchasing Section throughout the effective period of the contract.

2.9.15 **Property of State:** All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri.

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

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

2.9.17 **Force Majeure**: The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

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

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

a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c. The contractor shall understand and agree that the use of subcontractors shall be in accordance with all requirements contained herein, including but not limited to, training and personnel requirements.

2.10 E-Verify:

2.10.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

2.10.2 As a condition for the award of any contract in excess of $5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:

a. submitting a completed **EXHIBIT G**, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or

b. submitting a completed **EXHIBIT G**, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;

c. submitting a completed, original, notarized copy of **EXHIBIT G**, Affidavit of Work Authorization and;

d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;

e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or

f. submitting a completed **EXHIBIT G**, Box C providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

2.10.3 The bidder/contractor must submit **EXHIBIT G**, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization prior to an award of contract.

2.11 Severability: If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

2.12 Invoice Requirements:

2.12.1 Immediately upon award of the contract, the contractor shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, as the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the contractor may download a copy of the State Vendor ACH/EFT Application and complete instructions from the following website:

http://oa.mo.gov/acct/vendor_ach_eftd.pdf

b. The contractor shall submit an invoice that shall include the offender name, DOC number, the type of service provided, the number of minutes for each service (if applicable), the total due for each offender and the total amount of the invoice.

c. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. Invoices must reflect any discount for prompt payment as stated on the pricing page.

2.12.2 On or before the tenth day of each month, the contractor shall submit an itemized invoice, listed alphabetically by offender name for services provided, and to include dates of service, and type of service during the previous month, to:

Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

Electronic invoices may be emailed to doc.payables@doc.mo.gov. Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this

information may be delayed. The contractor's invoice should include any discount for prompt payment, as indicated on **Exhibit A**, Pricing Page.

2.12.3 The contractor shall be paid the firm, fixed price indicated on **EXHIBIT A**, Pricing Page for each assessment completed. The contractor shall indicate the offender's name and the test provided on the invoice.

2.12.4 The contractor shall bill individual counseling and group counseling services in 15 minute increments.

2.12.5 Upon receipt and approval of the services provided, the Department will process the invoice, subject to the following:

a. The contractor shall invoice for services provided at the contracted unit price as stated on **EXHIBIT A**, Pricing Page.

b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the Contractor of such change.

c. The Department reserves the right to audit all invoices and to reject any invoice for good cause.

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

e. Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.

PART THREE
BID SUBMISSION INFORMATION

3.1 Submission of Bids:

3.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department of Corrections by the bid receipt date and time specified on Page 1.

a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., should be manually signed and returned as part of the bid.

b. In addition to the original bid, the bidder should include four (4) copies of their bid for a total of five (5) bids.

c. The bidder should provide **one (1) electronic copy** of their entire bid, first to last page, which is identical to the original bid. The electronic copy should be one (1) document, submitted on a diskette(s), CD(s) or flash drive in PDF format and included with **THE ORIGINAL DOCUMENT.**

3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.

b. Each distinctive section should be titled and all material related to that category included therein.

c. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

3.2 Bidder Clarification:

3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the first page of this IFB.

3.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.

3.2.3 The bidder is advised that the <u>only</u> official position of the Department is that which is stated in writing and issued as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.3 Evaluation Process:

3.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the bidder's bid and to develop a comprehensive assessment of the bid.

3.3.2 The Department reserves the right to consider all information submitted and the bidder's references, or any other source, in the evaluation process.

3.3.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with or cannot be found in the bidder's bid. Failure of the bidder to submit such information may cause an adverse impact on the subjective evaluation of the bidder's bid or may cause rejection of the bid.

3.4 Pricing:

3.4.1 The bidder shall provide firm, fixed pricing for the initial contract period and each renewal option on **EXHIBIT A**, Pricing Page.

3.4.2 The bidder should complete the "Terms" section on **EXHIBIT A**, Pricing Page.

3.4.3 The bidder herein warrants that the prices offered for services do not exceed the bidder's current fees charged to the general public for equal or similar services available within the community. Failure to provide pricing shall render a bid as non-responsive.

3.4.4 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.

3.4.5 The bidder attests that the prices quoted in the bid are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

3.5 Bidder's Experience and Reliability:

3.5.1 Experience and reliability of the bidder's organization is considered very important in the determination of responsiveness. Therefore, the bidder should submit **EXHIBIT B,** Prior Experience of Bidder, documenting its successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

3.6 Expertise of Bidder's Personnel:

3.6.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB will be considered by the Department in the determination of responsiveness through a review of **EXHIBIT C,** Personnel Expertise Summary. Bidders may have individual approved providers working for the organization. In this instance, the bidder should submit information related to the experience, current licensure or certification, and the qualifications of the staff proposed.

3.7 Proposed Method of Performance:

3.7.1 Bids should clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

3.7.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version as an original idea.

3.8 Compliance with Terms and Conditions:

3.8.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions that conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

3.9 Calculation of Points:

3.9.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, an objective (cost) and subjective evlautaion shall be conducted. The comparative assessment of the relative benefits and weaknesses of the bid in relationship to the published evaluation criteria

will be made by using subjective judgment. The awards of contracts resulting from this Invitation for Bid will be based on the lowest and best bids received in accordance with the evaluation criteria stated below:

a. Experience and Reliability	15%
b. Expertise of Personnel	20%
c. Proposed Method of Performance	25%
d. Cost	40%

This section was revised by Amendment 1

3.9.2 **Cost Evaluation**: For evaluation purposes only, cost will be based on the sum of the total prices for each service for the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the Department over the potential life of the contract.

- 20 ***DSO*** evaluations X bid price X 12 months = total ***DSO*** evaluation cost
- 20 assessments X price bid X 12 months = total assessment cost
- 20 offenders X individual counseling services bid price X 300 billing increments = total individual counseling cost
- 20 offenders X group counseling services bid price X 300 billing increments = total group counseling cost
- Total ***DSO*** evaluation costs + total assessment cost + total individual counseling cost + total group counseling cost = total cost for each contractual period

3.9.3 Cost points will be calculated in the following manner. The lowest responsive bidder will be assigned the maximum cost points and each remaining responsive bidder's cost points will be prorated based upon the following calculation:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

3.9.4 The Department of Corrections does not guarantee nor does it intend to imply that the figures used for the cost evaluation reflect actual usage of the program.

3.9.5 The prompt payment discount terms will not be used in any cost calculations.

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

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

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.
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 is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

- Participation Commitment - The bidder must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

  NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

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

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

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

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

1) The bidder must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) In order to receive evaluation consideration for participation by an SDVE, the bidder must provide the following information with the bid:

- Participation Commitment - The bidder 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 bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents – If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing and Materials Management, the bidder must provide the following Service-Disabled Veteran (SDV) documents.

  ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
  ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

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

b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on **Exhibit 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 award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.10 Responsible and Reliability Determination:

3.10.1 The bidder should complete **EXHIBIT B** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on **EXHIBIT B** verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.

a. If references for current and/or previous contracts are not identified in the bid, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

3.11 Employee Bidding/Conflict of Interest:

3.11.1 Bidders who are employees of the State of Missouri, a member of the General Assembly or a state wide elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a state wide elected official, the information on the **EXHIBIT A**, Pricing Page related to Employee Bidding/Conflict of Interest must be completed.

3.12 Contract Award:

3.12.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award.

3.12.2 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.

3.12.3 The Department anticipates the award of multiple contracts. The number of awards will be at the sole discretion of the Department based on geographic needs. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs, and the availability of the Department funds.

EXHIBIT A
SUBMISSION IS MANDATORY
SDA503-004
PRICING PAGE

The bidder must provide a firm fixed price in the table below for the original contract period and maximum prices for each potential renewal period for providing all services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices.

This section was revised by Amendment 1

SERVICE DESCRIPTION	*FIRM, FIXED PRICE*	*First Renewal Option*	*Second Renewal Option*	*Third Renewal Option*
DSO Evaluation	$ 210.00 per evaluation	$ 210.00 per evaluation	$ 210.00 per evaluation	$ 210.00 per evaluation
Assessment	$ 35.00 per assessment	$ 35.00 per assessment	$ 35.00 per assessment	$ 35.00 per assessment
Individual Counseling *(per 15 minute increments)*	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments
Group Counseling *(per 15 minute increments)*	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments	$ 5.8333 per 15 minute increments

Bidder is to state the location where the service is provided:

4218 Roanoke Rd. Suite 100 Kcmo 64111
1316 E. Walnut Suite 104 Independence, MO. 64050
210 Blue Ridge Extension, Grandview, MO. 64030

The bidder must state the number of days required before the services described herein could be provided:

0 (ASAP) days after effective date of contract award.

Terms:
The bidder should state below its discount terms offered for the prompt payment of invoices:

5 % if paid within 10 days of receipt of invoice.

Employee Bidding/Conflict of Interest - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		0 %

Executive Order 04-09: Products and/or Services Provided 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 offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the bidder's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ___	No X
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes ___	No X

If YES, mark the appropriate exemption below, and provide the requested details:

____ 1. Unique good or service.
- EXPLAIN:_____

____ 2. Foreign firm hired to market Missouri services/products to a foreign country.
- Identify foreign country: _____

____ 3. Economic cost factor exists
- EXPLAIN:_____

____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
- Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___%
- Specify what contract work would be performed outside the United States:

_____

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

X For Profit _____ Nonprofit

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all the requirements and specifications contained herein and in the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name KeyPoint Counseling Services

Printed Name Ebony Tanner, msw, LCSW Email Address: hilmars1@aol.com or ebotann@aol.com

Authorized Signature Ebony Tanner msw, LCSW Date 7-02-15

EXHIBIT B
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	KeyPoint Counseling Services
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Probation & Parole
Address of Reference Company:	1330 Brush Creek Blvd. Kansas City, MO 64110
Reference Contact Person Name:	Gail Bynum, Unit Manager
Contact Person Phone #	816-753-8320
Contact Person e-mail address:	gail.bynum@doc.mo.gov
Dates of Prior Services:	2010 - 2015
Dollar Value of Prior Services	N/A
Description of Prior Services Performed	Provided sexual offender treatment to MO Probation + Parole clients who were/are supervised by the above Unit Manager's officers, with whom she supervises.

Elbous Lanner, LCSW
Signature of Bidder

7/02/15
Date of Signature

EXHIBIT B
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	KeyPoint Counseling Services
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Probation + Parole
Address of Reference Company:	8800 Blue Ridge Kansas City, Missouri 64138
Reference Contact Person Name:	Johnathan Tintinger, Supervisor, MO. P+P.
Contact Person Phone #	816-889-3322
Contact Person e-mail address:	Jonathan.tintinger@doc.mo.gov
Dates of Prior Services:	2001 – 2015
Dollar Value of Prior Services	N/A.
Description of Prior Services Performed	Provided sexual offender treatment to MO Probation + Parole clients who were/are supervised by the above officer and/or by P+P officers, supervised by him.

Signature of Bidder

7-2-15
Date of Signature

EXHIBIT B
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	KeyPoint Counseling Services
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Probation + Parole
Address of Reference Company:	1330 Brush Creek Blvd. KCMO 64110
Reference Contact Person Name:	Kimberly Goodwin, P.O.
Contact Person Phone #	816 753-8320
Contact Person e-mail address:	Kimberly.goodwin@doc.mo.gov
Dates of Prior Services:	2014-2015
Dollar Value of Prior Services	N/A
Description of Prior Services Performed	Provided sexual offender treatment to Missouri Probation + Parole clients who were/are supervised by Kimberly Goodwin.

Cheryl Garner, ACSW
Signature of Bidder

7/02/15
Date of Signature

EXHIBIT B
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	KeyPoint Counseling Services
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Probation + Parole
Address of Reference Company:	14440 E. 42nd Street Independence, MO 64055
Reference Contact Person Name:	Julie Clark, P.O. II
Contact Person Phone #	816 795-6055
Contact Person e-mail address:	julie.clark@doc.mo.gov
Dates of Prior Services:	2009- 2015
Dollar Value of Prior Services	N/A
Description of Prior Services Performed	Provided sexual offender treatment to Missouri Probation + Parole clients who were/are supervised by Julie Clark.

Signature of Bidder

7/02/15
Date of Signature

EXHIBIT B
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	KeyPoint Counseling Services
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Probation + Parole
Address of Reference Company:	1730 Prospect 2nd Floor Kansas City, Missouri 64127
Reference Contact Person Name:	Angel Mathes, P.O.
Contact Person Phone #	816-482-5882
Contact Person e-mail address:	Angel.mathes@doc.mo.gov
Dates of Prior Services:	2012-2015
Dollar Value of Prior Services	N/A
Description of Prior Services Performed	Provided sexual offending treatment to Missouri P+P clients who are/were supervised by the above officer.

Glenn Garner, Clerk
Signature of Bidder

7/02/15
Date of Signature

EXHIBIT C
SUBMISSION IS MANDATORY

PERSONNEL EXPERTISE SUMMARY
(Also Attach Resumes for Management Staff)

Personnel	Background and Expertise of Management Staff
1. Laura Mars, MSW, LCSW (Name) Co-owner/Clinical Therapist (Title)	Bachelor of Science Degree in Psychology - Southwest Mo State Univ., 1985 Masters of Social Work Degree, May 1990, Univ. of KS Have worked w/ sexual offenders for 25 years Providing Evaluation, Assessment, Indiv., Grp. + Family Therapy
2. Jean Tadokoro, MSW, LCSW (Name) Co-owner/Clinical Therapist (Title)	Bachelor of Arts Degree, Psychology, 1982 Masters of Social Work Degree, 1990 Univ. of KS 25 years providing evaluation, assessment, Individual, group and family therapy for sexual offenders.
3. Ebony Tanner, MSW, LCSW (Name) Co-owner/Clinical Therapist (Title)	Bachelor of Social Work Degree, 2000 - CMSU Masters of Social Work Degree, 2004 - UMKC worked in social Services for 13 years. Provided evaluation, assessment, individual and group + family therapy w/ sexual offenders for 11 years.
4. (Name) (Title)	
5. (Name) (Title)	
6. (Name) (Title)	

Ebony Tanner, LCSW — Bidder's Signature

7/02/15 — Date

EXHIBIT D
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as an SDVE:

- 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;
- Having 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the Department or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT D (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Enterprise Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____ (if known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at http://oa.mo.gov/sites/default/files/sdvelisting.pdf , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
Procurement Officer	Date

EXHIBIT E
PARTICIPATION COMMITMENT

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

Organization for the Blind Sheltered Workshop Commitment Table [illegible]
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

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

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
Total SDVE Percentage:	**%**	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

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

Contact Name:		Email:	
Address (If SDVE, provide MO Address):		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
SDVE's Website Address:		Certification Expiration Date:	(or attach copy of certification)
Service-Disabled Veteran's (SDV) Name: (Please Print)		SDV's Signature:	

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

Authorized Signature:

_____ _____

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

Date (Dated no earlier than the IFB issuance 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's (SDV) documents were previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The bidder should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____
(if known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at http://oa.mo.gov/sites/default/files/sdvelisting.pdf , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____	_____
Procurement Officer	Date

EXHIBIT G
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
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 and Materials Management.

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 utilizes 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 _____ (Bid/SFS/Contract 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 _____(insert agency name) 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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Ebony Tanner	Ebony Tanner, LCSW
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
KeyPoint Counseling Services	7-02-15
Business Entity Name	Date

ebotann@aol.com or hilmars1@aol.com
E-Mail Address

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- ☑ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☑ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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 bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Ebony Tanner (Name of Business Entity Authorized Representative) as Co-owner/therapist (Position/Title) first being duly sworn on my oath, affirm KeyPoint Counseling Services (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 for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that KeyPoint Counseling Services (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to 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.)

Ebony Tanner — Authorized Representative's Signature

Ebony Tanner — Printed Name

Co-owner/Therapist — Title

7-7-15 — Date

ebotann@aol.com or hilmars1@aol.com — E-Mail Address

Subscribed and sworn to before me this 7th (DAY) of July, 2015 (MONTH, YEAR). I am commissioned as a notary public within the County of Jackson (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on 1-2-17 (DATE).

Miriam D. Pickens — Signature of Notary

July 7, 2015 — Date

MIRIAM D. PICKENS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Jan. 02, 2017
Commission # 13430880

EXHIBIT G, continued

BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that KeyPoint Counseling Services (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.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, , by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed and notarized within the last twelve months).

Ebony Tanner
Authorized Business Entity Representative's Name (Please Print)

Ebony Tanner
Authorized Business Entity Representative's Signature

308048
E-Verify MOU Company ID Number

ebotanr@aol.com or hilmars1@aol.com
E-Mail Address

KeyPoint Counseling Services
Business Entity Name

7-02-15
Date

Missouri State Agency or Public University* Name _____

Date of Submission _____

Bid/Contract Number _____ (If known)

* Public University includes the following five schools:
- 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
- Division of Purchasing & Materials Management

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
b. **Agency and/or Department** means the Missouri Department of Corrections.
c. **Amendment** means a written, official modification to an IFB or to a contract.
d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
p. **Shall** has the same meaning as the word **must**.
q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. CONTRACT ADMINISTRATION

a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. Some IFBs are available for viewing and downloading on the Department's website.
f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

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

6. SUBMISSION OF BIDS

a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number ***and*** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.

d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The Department reserves the right to reject any and all bids.
g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

14. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the particular

equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

28. CONTRACTOR PROPERTY

a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
   1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
   2. The identification of a person designated to handle affirmative action;
   3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
   4. The exclusion of discrimination from all collective bargaining agreements; and
   5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

31. FILING AND PAYMENT OF TAXES

a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/07/2014

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