



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002  
 RFP NO.: B2Z14038  
 TITLE: ELECTRONIC MONITORING SERVICES  
 ISSUE DATE: 01/13/14

REQ NO.: NR 931 YYY13708373  
 BUYER: JOHN STOBART  
 PHONE NO.: (573) 751-3796  
 E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 01/24/14 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

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

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

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

DEPARTMENT OF CORRECTIONS  
 BOARD OF PROBATION AND PAROLE  
 3400 Knipp Drive  
 Jefferson City, MO 65101

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #002 to RFP B2Z14038****TITLE: ELECTRONIC MONITORING SERVICES****CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS****PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:****1. The following sections and paragraphs have been REVISED:**

2.2 (numbering correction);

3.1.2;

3.5.4 b;

3.5.8;

3.6.3;

3.7.3;

3.7.10 k;

3.7.10 k. 2);

3.7.10 k. 9);

3.7.10 k. 10);

3.8.2;

3.9.1 a;

3.11;

3.11.9 b;

3.11.9 c. 1);

3.11.9 d;

3.11.9 e.

**2. The following paragraphs have been ADDED:**

1.7.4;

1.7.5.

**3. The following Exhibits have been REVISED:**

Exhibit A.1;

Exhibit B.3 2);

Exhibit B.3 3);

Exhibit C.4.

Revisions are indicated in *bold italics*.



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)**

**AMENDMENT NO.:** 001  
**RFP NO.:** B2Z14038  
**TITLE:** ELECTRONIC MONITORING SERVICES  
**ISSUE DATE:** 01/03/14

**REQ NO.:** NR 931 YYY13708373  
**BUYER:** JOHN STOBART  
**PHONE NO.:** (573) 751-3796  
**E-MAIL:** john.stobart@oa.mo.gov

**RETURN PROPOSAL NO LATER THAN:** 01/24/14 AT 2:00 PM CENTRAL TIME

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

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

(U.S. Mail)

DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101-1517

**CONTRACT PERIOD:** DATE OF AWARD THROUGH TWO YEARS

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

**DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE  
3400 Knipp Drive  
Jefferson City, MO 65101**

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

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

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

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

**AMENDMENT #001 TO RFP B2Z14038**

**TITLE: ELECTRONIC MONITORING SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS**

**PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:**

**1. Closing Date:**

As Stated: Return proposal no later than: 01/10/14 at 2:00 PM.

Change To: Return proposal no later than: 01/24/14 at 2:00 PM.

It is anticipated that an additional amendment will be issued that addresses questions that have been submitted.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z14038  
TITLE: ELECTRONIC MONITORING SERVICES  
ISSUE DATE: 12/06/12

REQ NO.: NR 931 YYY13708373  
BUYER: JOHN STOBART  
PHONE NO.: (573) 751-3796  
E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 01/10/14 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

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

DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE  
3400 Knipp Drive  
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION:

This section of the RFP includes a brief introduction and background information about the requesting agency and their program for which the requirements herein are written. The contents of this section are informational and do not require a response.

### 1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the provision of electronic monitoring services for the Missouri Department of Corrections, Board of Probation and Parole, in accordance with the requirements and provisions stated herein.

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

Part 1: Introduction and Background Information

Part 2: Proposal Submission Information and Requirements

Part 3: Performance Requirements

Part 4: General Contract Provisions

Exhibit A: Pricing Page

Exhibit B: Experience / Reliability of Organization and Expertise of Personnel

Exhibit C: Proposed Method of Performance and Solution Functionality

Exhibit D: Participation Commitment

Exhibit E: Documentation of Intent to Participate

Exhibit F: Affidavit of Work Authorization

Exhibit G: Miscellaneous Information

RFP Terms and Conditions.

Attachments:

The offeror is advised that attachments exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document, but, instead, must be downloaded from the State of Missouri web site. Please refer to <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

Attachment #1 – EM Hook-Ups Days

Attachment #2 - Department of Corrections, Policy and Procedure Manual;

Attachment #3 - Missouri Department of Corrections Department Staff Conduct;

Attachment #4 - Billing Format.

### 1.2 Pre-Proposal Conference

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Thursday, December 19, 2013, beginning at 1:00 PM in Room 315 of the Governor Office Building, 200 Madison Street, Jefferson City, MO.

1.2.2 The RFP will be used as the agenda for the pre-proposal conference.

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

- a. **Prior Communication** – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the offeror to orally address any issues previously presented to the buyer by the offeror that the buyer of record may have failed to address.
- c. **Amendment to the RFP** - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference or questions received thereafter will be accomplished as an amendment to the RFP. Formal minutes of the conference will not be maintained.

### **1.3 RFP Questions:**

- 1.3.1 Questions and issues relating to the RFP must be directed to the buyer, John Stobbart. It is preferred that questions be e-mailed to [john.stobbart@oa.mo.gov](mailto:john.stobbart@oa.mo.gov).
- 1.3.2 All questions and issues should be submitted ten (10) calendar days prior to the due date of the proposals. If not received ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.
- 1.3.3 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor.

### **1.4 Offeror's Contacts:**

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

### **1.5 Contract Document Search and Retrieval System:**

- 1.5.1 Both the current contract (C209079001) and the previous procurement documentation (B2Z09079) may be viewed and printed from the Division of Purchasing & Materials Management's **Contract Document Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

### **1.6 Estimated Quantities:**

- 1.6.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

### **1.7 Background:**

- 1.7.1 The Department of Corrections, Board of Probation and Parole uses various levels of supervision strategies to assist offenders with successful community integration. The contract that is to be replaced by this RFP currently provides monitoring services to approximately 1,000 offenders with general distribution at 500 on radio frequency, 250 on GPS, 10 on voice verification and 250 on alcohol monitoring and radio frequency. Offenders shall be assessed and will be placed on electronic monitoring up to and including approximately 120 days, except for offenders that are on lifetime GPS supervision. Attachment #1 provides the current hook-up schedule.
- 1.7.2 The state agency has requested a maximum budget of \$1,780,289.00 per fiscal year.
- 1.7.3 The Department of Corrections has its own wide area network connecting all institutions and Probation and Parole sites. The state agency employs Ethernet connections using TCP/IP protocols to communicate with the Department of Corrections AS/400, other servers and information technology resources. For connectivity the Department of Corrections utilized AVPN circuits, digital lines such as eMAN, Point to Point T1 circuits, and DSL encrypted with a VPN Hardware connection. The contractor shall understand and agree that the state agency's database resides on an iSeries processor utilizing DB2, with future transition to LUW DB2.

**PARAGRAPH ADDED BY AMENDMENT #002**

- 1.7.4 *The current contractor, under contract C209079001, utilizes approximately (19) total installers, all of which are part time. The current contractor also employs a Manager of Installation Services apart from the required MO DOC Account Manager.*

**PARAGRAPH ADDED BY AMENDMENT #002**

- 1.7.5 *Approximately 1,134 pieces of the current contractor's equipment were damaged, lost, or stolen under the current contract from January 1, 2013 through November 30, 2013. The following is a list of such equipment along with the quantities of items damaged, lost or stolen:*

<b>ITEM:</b>	<b>QUANTITY:</b>
<i>Radio Frequency Monitoring (Landline Base)</i>	<b>297</b>
<i>Radio Frequency Monitoring (Cellular Base)</i>	<b>138</b>
<i>Radio Frequency Monitoring (Transmitter)</i>	<b>388</b>
<i>Alcohol Monitoring for on-demand</i>	<b>9</b>
<i>Alcohol Monitoring for continuous (Bracelet)</i>	<b>80</b>
<i>Alcohol Monitoring for continuous (Landline Base)</i>	<b>36</b>
<i>One Piece GPS Monitoring</i>	<b>57</b>
<i>One Piece GPS Monitoring (Optional Devices)</i>	<b>123</b>
<i>Two Piece GPS Monitoring (Tracker)</i>	<b>2</b>
<i>Two Piece GPS Monitoring (Landline Base)</i>	<b>4</b>

## 2. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

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

### 2.1 Preparation and Submission of Proposals:

2.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

2.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A: Pricing Page (Cost Proposal)

Exhibit B: Experience / Reliability of Organization and Expertise of Personnel

Exhibit C: Proposed Method of Performance and Solution Functionality

Exhibit D: Participation Commitment

Exhibit E: Documentation of Intent to Participate

Exhibit F: Affidavit of Work Authorization

Exhibit G: Miscellaneous Information

a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

2.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

a. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration.

2.1.4 Proposal Copies: The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

2.1.5 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified below, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

2.1.6 Confidentiality and Proprietary Materials:

- a. Pursuant to Section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the DPMM and withheld from any public request submitted to the DPMM after award. Offerors should presume information provided to the DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Offeror's entire proposal;
  - 2) Offeror's pricing;
  - 3) Offeror's proposed method of performance including schedule of events and/or deliverables;
  - 4) Offeror's experience information including customer lists or references;
  - 5) Offeror's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see Section 610.021, RSMo, Paragraph 15).
- d. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of Section 610.021, RSMo. The offeror's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. The offeror's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror's expense.

2.1.7 Compliance with Requirements, Terms and Conditions: Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

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

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

NOTE: The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://mosl.sos.state.mo.us/bus-ser/soscor.html> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

2.1.9 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) (on the right side of the screen under "FORMS") and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-

mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

2.1.10 The award shall be made on an all or none basis.

**SECTION NUMBERING REVISED BY AMENDMENT #002**

**2.2 Proposal Evaluation and Award:**

2.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	90
Experience/Reliability of Organization and Expertise of Personnel	50
Method of Performance and Solution Functionality	50
MBE/WBE Participation	10
<b>TOTAL</b>	<b>200</b>

2.2.2 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - 1) Negotiations may be conducted in person, in writing, or by telephone.
  - 2) Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
  - 3) Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- b. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

2.2.3 Proposal Presentation and/or System Demonstration: After an initial screening process, a proposal presentation and/or a system demonstration may be conducted with the offeror, if deemed necessary.

Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

### 2.3 Cost Evaluation:

2.3.1 The cost evaluation shall be based on a projected total cost derived from estimated quantities of **required** products, services, and prices stated on Exhibit A, Pricing Page, including contract renewal periods.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 90 = \text{Cost evaluation points}$$

- b. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

### 2.4 Subjective Evaluation:

2.4.1 The evaluation of the Experience/Reliability of Organization and Expertise of Personnel, and Method of Performance and Solution Functionality shall be subjective based on fact. Information provided by the offeror in response to Exhibit B and Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

### 2.5 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

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

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

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

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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2.5.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

2.5.6 **Definition** -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

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

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

**2.6 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

Organizations for the Blind and Sheltered Workshops

2.6.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors 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 offeror 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 offeror'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 offeror 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 offeror must provide the following information with the proposal:

- **Participation Commitment** - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, 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/se/sw/se-sw-directories.html>
- c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhpointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

#### Service-Disabled Veteran Business Enterprises (SDVEs)

2.6.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) 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 offerors 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 offeror 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 offeror'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 offeror must provide the following information with the proposal:
- Participation Commitment - The offeror must complete Exhibit D, 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 offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror must provide the following Service-Disabled Veteran (SDV) documents:
    - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
    - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on Exhibit D, 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.

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

2.6.4 The offeror should respond to the information requested in Exhibit G, Miscellaneous Information.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

### 3. PERFORMANCE REQUIREMENTS:

#### 3.1 General Requirements:

3.1.1 The contractor shall provide, operate and maintain an electronic monitoring system including radio frequency, voice verification, alcohol and GPS monitoring (hereinafter referred to as "system") for the Missouri Department of Corrections, Board of Probation and Parole (collectively referred to hereinafter as the "state agency"). The contractor shall provide all services in accordance with the provisions and requirements stated herein.

#### **PARAGRAPH REVISED BY AMENDMENT #002**

3.1.2 The contractor shall provide an on-demand and continuous alcohol monitoring solution *which may be utilized with or without a curfew option* that is accessible and able to be utilized by the state agency on an as needed, if needed basis. The contractor's alcohol monitoring solution shall be compatible and interactive with the contractor's *radio frequency* monitoring solution.

3.1.3 The contractor shall provide confirmation relative to continuous alcohol monitoring solution and ensure the alcohol monitoring solutions are calibrated on a regular schedule.

3.1.4 The contractor shall provide a statewide system, which must be capable of continuously monitoring eligible offenders as identified by the state agency. The state agency makes no guarantee of a minimum or maximum amount of service required. The current state agency policy and procedures for electronic monitoring supervision are contained in Attachment #2.

3.1.5 The contractor shall provide service to all state agency referred offenders. The state agency shall have sole responsibility for referring offenders for electronic monitoring.

- a. The contractor shall understand and agree, that as the referring state agency to the contractor, and as the agency of jurisdiction over the offender, that all files, case material or other information relating to the offender shall be accessible for inspection to the state agency and its representatives or designees, upon the request of the agency. Requests for information should be answered no later than three (3) business days after submission of the request.
- b. The contractor shall not, under any circumstance, release or terminate any offender. Termination of offenders shall be at the sole discretion of the state agency.
- c. The contractor shall agree and understand that all services shall be provided to the sole satisfaction of the state agency as the final judge of quality of the contractor's performance under the contract.

3.1.6 The contractor, its employees, and others acting under the contractor's control shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines and policy and procedures that are applicable, current, or hereafter adopted regarding offender management and staff conduct. The current state agency policy and procedure is shown in Attachment #3.

- a. The contractor agrees that disputes arising from conflicts with state agency policies and procedures or other provisions of the contract shall be resolved by the state agency coordinator in concert with the state agency Purchasing Section and the Division of Purchasing and Materials Management.

3.1.7 The contractor shall ensure that the electronic monitoring program provides for maximum offender accountability within the community.

- a. "Maximum offender accountability" shall be defined as knowledge, on a twenty-four hour, seven (7) days per week basis, of an offender's authorized or unauthorized absence(s) from his/her residence,

early departures, late arrivals, tampering with the monitoring equipment, offender location and offender alcohol levels.

- 3.1.8 Immediately after contract award, the state agency shall identify, for the contractor, a state agency contact person and telephone number.
- 3.2 Interface with State Agency Computer Systems: The contractor's solution must interface to the state agency's computer system, which currently is an iSeries, utilizing DB2. The contractor's solution must be able to transition to LUW DB2 in the future as required by the state agency. The contractor shall provide a web-based interface that provides secure login and passwords for state agency identified staff. The contractor shall understand and agree that the state agency shall not host the contractor's solution, but shall provide internet access for its staff.
- 3.2.1 Access to state agency information systems shall only be provided on a need-to-know basis. Approval for access shall be obtained through the Assistant Division Director, Probation and Parole and shall be limited to contractor staff that has been approved access by the Director of Information Systems.
- 3.2.2 All connections shall be made by the state agency's telecommunication resources. However, the cost of line and connections to the network at the main CPU shall be the responsibility of the contractor.
- 3.2.3 The contractor shall at all times utilize computer equipment that is compatible with the state agency's existing system, and must not require modifications of the state agency's system.
- a. The contractor may elect to make modifications to their application software and/or communication components to achieve compatibility at no cost to the state agency with seven (7) days advance notice.
- b. The contractor agrees and understands that if, during the course of the contract, the state agency would modify or replace the state agency's computer system the contractor shall be responsible to continue to provide equipment compatible at no cost to the state agency's system.
- 3.2.4 Data Interchange: The contractor shall provide a solution that accommodates data interchange between the contractor's system and the state agency's system.
- a. Minimally, the following fields of the state agency's system must be accepted by the contractor through Secure File Transfer Protocol. The contractor's solution shall minimally provide the following capabilities for data interchange with the state agency computer system and state agency staff communications:
- 1) Offender Name;
  - 2) Offender Identification Number;
  - 3) Case Type (drop down field)
    - Probation
    - Parole/Conditional Release
    - Discharged;
  - 4) Supervising Officer;
  - 5) Supervising District;
  - 6) Date;
  - 7) End Date.

- b. The contractor's solution shall provide electronic mail capability for communication of information which must be fully compatible with the existing computing and communications environment used by the state agency.
  - 1) Any updates or enhancements to the contractor's software/hardware will require seven (7) calendar days advance notice and permission from the program administrator prior to notification to the state agency.
- c. The contractor's solution shall allow access to the contractor's monitoring system for inquiry, update and entry of offender data, enrollments, schedules, schedule changes, and reports by approved state agency staff via existing state agency hardware, software and communications networks.
- d. The contractor shall report any software, computer or human service failure to the state agency within four (4) hours.

3.2.5 The contractor shall have a disaster recovery solution that shall minimize disruption of services, and protect the state agency's data and records in the event the contractor's data center becomes inoperable.

### **3.3 Implementation and Initiation of Services:**

3.3.1 The contractor must begin providing all services no later than the actual program implementation date that shall be determined from the number of calendar days stated in the contractor's proposal.

- a. In the event that the contractor is unable to begin providing the services by the stated implementation date, the contractor must request an extension of time in writing. The contractor must submit the extension request to the state agency a minimum of thirty (30) calendar days prior to the stated implementation date.
- b. The approval or rejection of the extension request shall at be the sole discretion of the state agency. The decision of the state agency shall be final and without recourse.

3.3.2 Setup of Automated Data Exchange: No later than fourteen (14) days after notice of award, the contractor shall meet with the state agency's Information Technology staff to define specifications for automated data exchange including initial load and scheduled updates to include the above referenced fields.

- a. Initial Load: Within 90 days after notice of award of the contract, the contractor shall provide an automated initial load (e.g. via electronic file transfer, etc.) of the contractor's system of existing program data defined by the fields above located on the state agency's system.
- b. Daily Update: Within 90 days after notice of award of the contract, the contractor shall provide an automated solution (e.g. electronic file transfer, etc.) to provide daily updates to the state agency's system from the contractor's system.

3.3.3 Within 90 days following the date of contract award, the contractor shall provide the capability to fully implement all services and functions specified in this document.

### **3.4 Software Requirements and Browser Interface Requirements:**

3.4.1 The contractor shall develop an interface through which files may be exchanged electronically with the state agency. The contractor's interface shall utilize the state agency's standard for electronic file transfer, which is currently FTP (File Transfer Protocol). The contractor must receive approval from the state agency and the Office of Administration, Information Technology Services Division DOC Database Administrator for all file formats, and any requested alternative method(s) of file transfer.

- 3.4.2 The contractor shall understand and agree that all electronic files containing sensitive information must be encrypted as directed by the state agency and the Office of Administration, Information Technology Services Division.
- 3.4.3 The contractor shall be responsible for the acquisition and licensing of any required software programs that will reside on the state agency's system level computer system, and that are necessary to ensure the functionality specified herein.
- a. The software provided by the contractor shall be manufacturer-authorized and approved for distribution to the state agency. Software packages known as "OEM" (Original Equipment Manufacturer) software (intended for bundled sale, installed on hardware) are not authorized or approved for distribution to the State of Missouri's using agencies. The contractor shall warrant that any software provided under the contract does not violate OEM copyrights.
  - b. The state agency shall only use the software in accordance with the licensing terms and conditions as provided in the contract. The state agency shall not permit the licensed products utilized under the contract to be used by any other person, except for its employees, agents and/or consultants who need to use the licensed products in the performance of their duties for the state agency and who are authorized and enabled by the state agency to access and utilize the licensed products.
  - c. It shall be the contractor's responsibility and expense to thoroughly educate and inform the state agency and their software end users regarding the software usage and copyrights. In the event that the state agency personnel or the contractor discover any misuse of the software or related documentation within the state agency, they must immediately notify the designated software manager, state agency program manager, or legal counsel.
- 3.4.4 The contractor's solution must allow for the use of Internet Explorer IE 8 or higher.
- 3.4.5 The contractor shall understand and agree that the contractor shall not be allowed to install software on the state agency's individual computers.
- 3.5 **Personnel Requirements:**
- 3.5.1 The contractor shall understand and agree that any person who has been convicted of a felony or a misdemeanor, or who is currently under the supervision of the federal, state or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the state agency Division Director before providing services under this contract.
- a. The contractor shall be responsible for conducting a criminal history on each prospective employee providing services under the terms of this contract and provide this information to the state agency upon request.
  - b. All contractor and subcontractor employees who will provide services to offenders must be at least 21 years of age and must submit to and pass a background investigation conducted by the contractor or its designee. Such investigations shall be equivalent to investigations required of all personnel employed by the state agency.
  - c. The contractor's personnel shall not be or shall not have been under the supervision of any federal, state, or county authority within the past two (2) years. The contractor's personnel shall not be currently supervised by a municipal correctional agency for a conviction of moral turpitude, or have been under such supervision within the past two (2) years.
  - d. The contractor shall be responsible for conducting an annual criminal history record check on each employee providing services under the terms of the contract that has direct offender contact, during

the employee's birth month, and provide this information to the program administrator at the time the record check is completed, and any time upon request of the state agency.

- e. The program administrator shall be notified of any employee arrested for a felony offense who provides services under the terms of the contract who has direct offender contact.

3.5.2 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with the applicable state agency policies and procedures.

- a. The contractor and the contractor's staff shall assist the state agency in enforcing offender rules by reporting violations to the state agency or its designee.
- b. The contractor shall not obstruct the state agency or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe environment.
- c. The contractor shall understand and agree that if the state agency is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the state agency's sole satisfaction.

3.5.3 The contractor shall be responsible for supervising its employees. The contractor shall understand and agree that the unique nature of working with offenders, including safety and security issues, requires the state agency to carefully monitor the contractor's employees when they are working at a state agency facility/location. Any concerns a state agency employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the program administrator and contractor.

- a. Should the contractor become aware of any issues or problems with their employees who have direct offender contact, the contractor must report such within one business day to the program administrator.

3.5.4 The contractor and their employees shall maintain a close working relationship with the identified state agency staff at all times. Collaborative efforts shall consist of, but not be limited to:

- a. The contractor's account manager or designee shall conduct site visits at each agency location providing electronic monitoring services twice per year, at least ninety (90) days between visits, unless the site is experiencing problems;

**PARAGRAPH REVISED BY AMENDMENT #002**

- b. Contacting the identified state agency staff, *unit supervisor at the command center*, via telephone, cell phone, e-mail or office visit a minimum of one (1) time per month or as requested by the state agency;
- c. Providing and exchanging accurate, up-to-date information requested by the state agency or as determined by state agency procedures.

3.5.5 The contractor shall provide an employee to provide expert witness testimony in a duly authorized court of law or any appropriate jurisdictional body upon request from the state agency. The state agency will contact the contractor's account manager providing the client's name, DOC number, and specific court request. The contractor shall advise the state agency within three business days with the name and contact information for the contractor's employee who will provide the expert testimony.

- a. Testimony from the contractor's employees shall include, but not be limited to, the functioning, capabilities, and/or reliability of all contractor provided equipment as well as reports of the activity(ies) applicable to the offender(s) under electronic monitoring supervision.

- b. Billing for expert testimony shall not be included in the daily monitoring costs and shall be invoiced as outlined in 3.11.9.
- 3.5.6 The contractor shall provide adequate staff to assure hookup of the electronic monitoring equipment on the offender Monday through Friday at specified locations during core business hours from 8:00 a.m. to 5:00 p.m. as mutually agreed to by the contractor and the state agency, and as required by the state agency for all emergency hook-ups. Current hook up locations and days are shown in Attachment #1, though no specific information is available regarding the numbers of daily hook-ups. The contractor's installer must report to the office at the scheduled time, regardless if a service request is pending or not.
- 3.5.7 The contractor shall understand and agree that state agency approved staffing patterns are essential for providing the services identified herein. The contractor shall minimally maintain hours of services, and patterns of staffing as submitted in their proposal and accepted through contract award throughout the duration of the contract. The contractor shall maintain time, salary or hourly pay rate data and personnel records as specified by the state agency. The contractor shall understand and agree that downward deviation of staff/resources upon which pricing is based may require a downward adjustment of unit price(s) in the contract.

**PARAGRAPH REVISED BY AMENDMENT #002**

- 3.5.8 The contractor shall provide a designated account manager for the state agency. The contractor must receive approval from the state agency prior to any substitution of the person designated for this position. In July of each year of the contract, and anytime changes are made through the year, an organizational chart shall be provided to the program *administrator*.

**3.6 Records/Reporting Requirements for each service provided:**

- 3.6.1 The contractor shall maintain accurate and complete records of the offender's participation in the monitoring services for a minimum of five (5) years following the offender's completion of the services and shall make this information available to the state agency upon request.
- a. The contractor shall provide summary reports upon request in a mutually agreeable electronic format to the Probation and Parole District office for each offender monitored under the system, which shall include but not be limited to:
- 1) Arrival of the transmitter within range;
  - 2) Departure of the transmitter from range;
  - 3) Loss or restoration of AC power when disrupted;
  - 4) Efforts to tamper with field monitoring device;
  - 5) Tamper signals from the transmitter when it is within range;
  - 6) Disruption and restoration of telephone service;
  - 7) Distinguish between types of tampers. If the contractor's system employs multiple methods of tamper detection, such shall be clearly differentiated by each individual type of tamper status;
  - 8) Results of alcohol tests;
  - 9) GPS Zone violations.
- b. The contractor shall submit outcome data to the state agency in a mutually agreed to electronic format on a quarterly basis. The contractors' reports shall be readable on screen, printable and allow

for download into an Excel format. Information contained in the quarterly report shall include, but not be limited to the following:

- 1) Offender name, number, entry date and case status;
- 2) The date the offender was put on the system;
- 3) The date the offender was taken off the system;
- 4) Type(s) and number of violations incurred (if applicable);
- 5) Number of active days on the system per offender;
- 6) Average number of days on the system per district;
- 7) Number of offenders on the system per district;
- 8) Average number of offenders on the system per district;
- 9) Number of offenders by case type (probation, parole-conditional release, or discharged) on the system per district.

3.6.2 The contractor shall accurately complete all required reports identified herein.

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3.6.3 Upon detection by the monitoring site of a report from the monitoring equipment, the contractor must notify the state agency minimally of the following occurrences: unauthorized absence, early departure, late return, equipment malfunction, positive alcohol, GPS violation, voice verification violation, and/or any tampering of equipment. The contractor shall notify the state agency Command Center and supervising Probation and Parole officer by e-mail *and any other method approved by the state agency* as soon as possible, but no later than within ten (10) minutes of the occurrence.

- a. The contractor shall document the event in the e-mail and all applicable reports to the state agency. All critical reports must be sent through the Command Center.
- b. If the contractor becomes aware of any other event that causes the monitoring equipment to not function properly, the contractor shall contact the state agency within four (4) hours.

3.6.4 The contractor shall maintain daily logs detailing equipment maintenance (including battery changes) and shall make said logs available to the state agency upon request.

3.6.5 The contractor's system should provide low battery alerts to the supervising officer and command center immediately upon discovery of the incident.

3.6.6 Upon request of the state agency, the contractor shall provide requested system data reports in order to assist the state agency with research projects or outcome studies at no additional cost to the state agency.

**3.7 Monitoring System and Component Requirements:**

3.7.1 The transmitter, field monitoring device, the GPS unit (passive or active), the alcohol monitoring device and other field equipment must meet or exceed the required specifications regarding functionality. The contractor shall be responsible for the maintenance and reliability of all proposed equipment during the full term of the contract. The contractor shall retain ownership of all equipment provided. The contractor may provide multiple types of field equipment.

- a. Equipment may be used, remanufactured or reconditioned.
  - 1) If used, remanufactured, or reconditioned equipment is utilized, the equipment shall be the latest generation, and shall operate and perform the same as new equipment.
  - 2) The contractor shall agree and understand that all equipment shall be reliable and maintainable, and replacement parts shall be readily available.
  - 3) The contractor shall understand and agree that the assessment of reliability and maintainability shall be at the sole discretion of the state agency.
  - 4) At such time as the equipment is deemed by the agency to not be reliable or maintainable, or when replacement parts are no longer readily available, the contractor shall replace the equipment, at no additional cost, with equal or better equipment that complies with the contract specifications and requirements.
- b. Equipment utilized shall be available on the open market. The contractor shall not provide equipment that is in "beta" or "testing" status.

3.7.2 The contractor shall provide accessories and replacement parts for all components provided, including but not limited to the following:

- a. All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided at no additional cost to the state agency;
- b. All straps utilized to attach equipment to an offender must be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alert is generated. All straps designed to attach equipment to an offender must have the capability to be securely sized to an offender. If straps are pre-sized they must be immediately available in one-half inch increments;
- c. The contractor shall provide batteries for transmitters that provide twelve (12) months of service without requiring charging or changing. The contractor shall provide batteries for portable tracking units that hold a single charge for a minimum period of twelve (12) hours and are re-chargeable for up to twelve (12) months before failing to hold a charge;
  - 1) The battery shall be annotated with a date, and shall not be placed in equipment assigned to an offender with less than six months remaining until replacement time.

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3.7.3 The contractor's monitoring system shall provide electronic monitoring services which shall be in accordance with the following, *as applicable for each type of equipment*:

- a. Be shock resistant, water-resistant, and must function under normal atmosphere and environmental conditions;
- b. Have a signal range from 0 to a minimum of 150 feet in all directions;
- c. Transmitter shall be capable of operating for a minimum of twelve (12) months and the receiver shall be capable of operating for a minimum of twelve (12) hours without requiring the power supply to be recharged or replaced;
- d. The transmitter shall be capable of sending a signal indicating that a low transmitter battery condition exists, a minimum of seventy two (72) hours prior to battery failure;

- e. Shall ensure that the signal of the offender's transmitter corresponds to the field-monitoring device assigned to the offender;
  - f. Not pose a safety hazard to the offender;
  - g. Emit a signal at a minimum interval of once every three (3) minutes;
  - h. Be designed to discourage tracing and duplication of the transmitter signal;
  - i. Be designed in such a manner that any attempt to remove or tamper with the device will be communicated immediately to the monitoring site, identifying the type of tamper;
  - j. Be certified by the Federal Communications Commission (FCC);
  - k. Be designed in such a manner to enable summary and violation reports to distinguish between, and also report, all transmitter tamper capabilities;
  - l. Provide alerts for alcohol monitoring;
  - m. Provide a field monitoring device or in-home monitoring unit that attaches to the offender's telephone using a standard RJ11 modular telephone connector;
  - n. Provide a field monitoring device or in-home monitoring unit that has cellular capabilities.
- 3.7.4 The contractor's computer(s) shall receive, store and disseminate data generated by the electronic monitoring equipment and shall:
- a. Receive data from each field monitoring device unit and must log the date and time of each occurrence/ event;
  - b. Be backed up on a daily basis to a secondary data storage system;
  - c. Have an uninterrupted power supply;
  - d. Be able to account for each offender's daily schedule, including the number of times in and out of the offender's residence, and must allow for changes to be made to each offender's schedule as required by the state agency;
  - e. Have the capability to update electronic monitoring schedules immediately from information entered into the contractor's central computer by state agency staff.
- 3.7.5 The contractor's system must employ accurate and reliable method(s) of tamper detection.
- a. If the contractor's system is able to detect multiple methods of tamper detection, it shall clearly differentiate each type of tamper status for easy recognition by the state agency representatives.
- 3.7.6 The contractor shall provide a voice verification/identification solution that is accessible and able to be utilized by the state agency on an as needed, if needed basis. The contractor's voice verification/identification solution shall be compatible and interactive with the contractor's electronic monitoring solution.
- 3.7.7 The contractor shall provide a system that offers access by approved state agency staff through secure connections to, and transactions over, the Internet.

- 3.7.8 The contractor shall have the capability of case management technology specific to the electronic monitoring system and activity, through the use of automated computer reporting directly to the supervising officer, as well as the command center.
- 3.7.9 The contractor's monitoring components shall, every three (3) hours, communicate with the contractor's central computer to verify that the system is working properly, and shall maintain a record of all verifications for review by the state agency upon request.
- 3.7.10 The contractor shall provide active and passive GPS tracking services and devices that are capable of being accessed through a secure Internet connection from desktop, laptop or remote means by designated state agency personnel who have been provided contractor-supplied security codes, preferably without the use of proprietary software, and shall have the following capabilities:
- a. Capability for the state agency to download data and reports from the database through secured Internet access;
  - b. 100% redundancy to avoid any downtime due to hardware or software issues;
  - c. Mapping of offender locations and for saving of mapped locations;
  - d. Provision of security features which prevent unauthorized individuals from accessing any information held by the contractor. Secure access to the system shall be maintained at all times;
  - e. Provision of capability for every call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length and the result of the call;
  - f. All data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by state agency personnel in accordance with the following:
    - 1) All historical data shall be centrally stored and accessible for reporting purposes. This information must be available for reporting in a standard transaction file format. The active system shall enable the state agency to monitor the near real time position for a specific offender's location at any and all times. Offender locations shall be downloaded a minimum of once every four hours for state agency retrieval and the system shall provide offender locations upon demand;
  - g. The passive GPS receiver must be capable of storing offender movement information for a minimum of 24 hours and upload information to the contractor's server;
  - h. The system shall provide the capability to:
    - 1) Establish inclusion and exclusion zones;
    - 2) Collect offender points at a minimum of once every 1-minute;
    - 3) Communicate (in some manner) with the offender;
    - 4) Provide location mapping; and
    - 5) Provide tamper notification;
  - i. The system must have a user interface that meets, at a minimum, the following requirements:
    - 1) Shall allow agency staff to add, delete or edit offender information without the requirement for contacting the monitoring center;
    - 2) Shall allow agency staff to fast forward through GPS tracking points;

- j. The contractor shall provide all equipment that meets the highest level of ruggedness and durability available, in accordance with current industry standards, for the following features as applicable:
- 1) Operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range, minimum recharged battery life of 12 hours and tamper resistance;
  - 2) Meets market safety standards and presents no health or safety hazards to staff and/or offenders;
  - 3) Capable of tracking an offender on a twenty-four (24) hour, seven (7) day a week basis and able to confirm the date, time and location of the tracking event;
  - 4) Not be available as an open market item if this could compromise the security of the system;
  - 5) Be Federal Communications Commission (FCC) currently registered and approved;
  - 6) Technology currently in use by the manufacturer, proposer, or both and must be identified by name;
  - 7) Designed so that if an offender tampers with the equipment an alert is generated;
  - 8) Equal or equivalent to the latest industry standards; and
  - 9) For passive GPS, equipment that has the capability to download offender tracking points from the passive portable tracking unit at state agency sites;

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- k. *The contractor's portable tracking unit, except for a single body worn unit acting as both transmitter and receiver, must meet all of the requirements described below:*

- 1) The portable tracking unit equipment must have internal tamper circuitry to indicate that it has been opened, or disconnected from AC power;

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- 2) *The portable tracking unit shall have an adjustable sensitivity range capable of transmitting and receiving a radio frequency signal at a minimum radius of up to 150 feet;*
- 3) Communication between portable tracking unit and monitoring center should use standard or wireless cellular telephone connections and standard 110 volt AC residential current;
- 4) Any part of the portable tracking unit system (including charger stand if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual portable tracking unit units and the host central computer;
- 5) Contractor shall provide portable tracking units (if part of their tracking system) that can be attached to the offender in a manner that will not impede normal activities or work. A waist pack, carrying bag or clip is acceptable;
- 6) The portable tracking unit shall include an internal clock and memory to store data if communication with the monitoring center is disrupted;
- 7) The portable tracking unit must have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the central monitoring computer;

- 8) If connected to a standard telephone or power line, the portable tracking unit shall have internal surge protection on both the telephone line and power source;

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- 9) *The tracking device within the portable tracking unit shall be wirelessly tethered to a bracelet transmitter;*

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- 10) *The portable tracking unit shall have the capacity to include a device that will notify the offender of messages and/or an alarm if they are in violation of an exclusionary zone.*

3.7.11 The contractor must be capable of providing a continuous and on-demand alcohol monitoring system.

**3.8 Installation and Monitoring Requirements:**

3.8.1 Upon notification by the state agency, the contractor shall attach the transmitter to the offender and provide installation of the field monitoring device unit within two (2) working days. The contractor understands and agrees that on rare occasions the contractor may be required to install the field monitoring device in the offender's residence at the direction of the state agency.

- a. The contractor shall provide hookup of the electronic monitoring device on the offender Monday through Friday at all locations specified by the state agency in Attachment #1. The state agency may add up to 10 additional state agency locations based on need. Further, the contractor shall guarantee that all emergency hookups will be done within twenty-four (24) hours of notice.
- b. The contractor shall be responsible for investigating and troubleshooting all unsuccessful hookups. The contractor shall e-mail the state agency P&P officer within twenty-four (24) hours of an unsuccessful hookup. If a response is not received from the P&P officer within twenty-four (24) hours, an e-mail shall be sent to the state agency District Administrator.
- c. The contractor shall provide a secure computer/monitoring facility with admittance restricted to personnel employed by the contractor and state agency representatives with proper identification. The contractor shall require prior notice of arrival of any contractor and state agency personnel that will be accessing the computer/monitoring facility.

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3.8.2 The contractor shall *have the capability to* enroll the offender in the system with information provided by the Probation & Parole officer which may include website access by the parole officer to enter the information directly into the contractor's system. The requesting officer will provide the following information to the contractor:

- a. Officer's name;
- b. What action the Officer wants taken (i.e., enrollment, Client Out of Service, or need for a service call and other information as requested by the state agency);
- c. Date of desired service;
- d. Offender's name and DOC number;
- e. Contact information.

- 3.8.3 If requested by the state agency, the contractor shall be required to retrieve all equipment from the offender's residence. The state agency informs the offender to return the monitoring equipment to the applicable district office upon successful release of the offender from the monitoring program.
- 3.8.4 The contractor shall be responsible for all telephone line charges between the field monitoring device in an offender's residence and the contractor's central computer. The contractor shall be responsible for all costs associated with all communications between the monitoring site and the state agency.
- 3.8.5 The contractor shall maintain an in-state surplus inventory equivalent to 10% of the past month's average units of equipment in actual use that shall be accessible to the state agency upon request.
- a. The contractor shall be held liable for any and all costs associated with damaged, lost, or stolen monitoring equipment.
- 3.8.6 The contractor shall immediately report any system failure to the state agency, reflecting the nature of the failure, date and time it was identified, estimated duration of the failure, which products/offenders was be affected, determination of the cause of the failure, and safeguards to prevent future systems failure.
- a. The contractor shall be responsible for identification and replacement of any faulty system related equipment, including low battery (s), within four (4) hours of detection.
- b. The contractor shall implement a secondary monitoring technology (i.e., voice verification, participant identifier or other highly accurate method) through which offender compliance can be verified in the event radio frequency monitoring equipment is malfunctioning or is not available.
- 1) If the state agency requires emergency hookup that is less than two (2) working days prior to the date of an offender's scheduled monitoring, the contractor shall provide a means for immediate implementation of the interim monitoring. The interim monitoring shall remain in place from implementation until such time as the installation of the field monitoring device can be completed.
- 2) The contractor shall be compensated at the same per diem as indicated on the pricing page.

### 3.9 Training Requirements:

- 3.9.1 The contractor shall cooperate with the state agency regarding orientation and training efforts as mutually agreed upon by the contractor and the state agency, and/or as may be required herein. The contractor understands and agrees that all expenses on behalf of their employed or contracted staff, including, but not limited to meals, mileage, lodging and displacement, shall be their own responsibility for payment. The contractor shall not be obligated for expenses incurred by the state agency in such instances. The contractor's orientation and training shall include, at a minimum, the following:

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- a. The contractor shall provide initial training to *the command center staff (approximately 15 staff) and to* state agency staff at six (6) initial sites (St. Louis, Kansas City, St. Joseph, Springfield, Columbia and Cape Girardeau) to understand processes, and operations of the electronic monitoring program and equipment. The facilities for this training will be provided by the state agency, and it is anticipated that approximately 50 staff will attend each session;
- b. The dates and length of the training workshops shall be mutually agreed upon between the contractor and the state agency;

- c. The contractor shall agree to participate in/provide training as deemed necessary by the state agency to include, but not be limited to follow-up training to ensure successful and efficient operation of the electronic monitoring services by the contractor and state agency staff;
- d. The contractor shall understand agree that all training and all associated training manuals shall be provided at no additional cost to the state agency.

### **3.10 Interpretive Services/Special Need Requirements:**

- 3.10.1 The state agency shall make the final determination as to whether an offender requires Interpretive/Translation services due to an offender's physical impairment or language barrier. The state agency will obtain and shall bear the financial responsibility for such services.

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- 3.11 Payment and Invoicing Requirements:** No later than the tenth (10<sup>th</sup>) day of each month, the contractor shall submit an invoice, including a spreadsheet identified below, for the services provided the preceding month. Electronic invoices may be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov). E-mailed invoices should include the purchase order number in the subject line for prompt payment. Payment of invoices not containing this information may be delayed. A copy of the invoice shall also be e-mailed to the state agency program *administrator*.
- 3.11.1 The contractor shall be required to maintain a billing system that shall differentiate and be distributed by district and region. The billing system must be accompanied by an electronic excel spreadsheet with a tab for each district so the state agency can validate billing information easily. The master invoice shall contain the summary for each district and region by type of service provide.
- 3.11.2 The billing unit applicable to this contract shall be identified as a "monitoring day." A monitoring day shall be defined as the contractor's electronic surveillance of an offender anytime during a twenty-four (24) hour period that begins at 12 midnight (Central Time).
- 3.11.3 The contractor's billing format shall provide the contract number, a unique invoice number, and, at a minimum, the detailed information found in Attachment #4 including the offender's name, identification number, assigned P&P Officer, date of activation, date of completion/termination, the specific program and the number of monitoring days being billed for an applicable month, cost per unit, and total.
- 3.11.4 The contractor's invoice shall indicate the services provided during a specified period of time and shall indicate the amount due in accordance with the pricing formula indicated on Attachment #4.
- 3.11.5 The contractor must have an accounting system that shall be capable of accumulating, maintaining and translating program expenditures into unit of service cost data. The contractor shall make available all cost data for auditing purposes upon request.
- 3.11.6 The state agency reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced. In addition, the state agency shall verify each invoice sent by the contractor.
- 3.11.7 The state agency shall make every attempt to secure prompt payment on or before the closing of the last day each month. However, this requirement shall not negate the provisions of section 34.055 RSMo.
- 3.11.8 The contractor shall maintain any and all financial records required by the state agency and shall agree that the state agency shall have the right to review such records, including, but not limited to: staffing ratios, job descriptions, personnel qualifications, and other records as required through the contract.

3.11.9 Invoicing and Payment for Expert Testimony – When services have been required, the contractor shall submit itemized invoices as specified below:

a. Personnel Time:

- 1) The contractor shall specify the actual hours spent working on the assigned services and the appropriate firm, fixed hourly price for the personnel classification as specified on the Pricing Page. Actual hours spent working shall not include travel time.
- 2) The contractor shall only invoice for services performed by personnel classifications listed on the Pricing Page of the contract.
- 3) The contractor shall support all hours invoiced with detailed time sheets indicating the hours worked each day by each person.

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- b. After approval by the state agency program *administrator* of the monthly invoice and services provided, the contractor shall be paid for personnel services in accordance with firm, fixed prices stated on the Pricing Page for the classification(s) of personnel provided.
- c. Travel and Related Expenses - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses incurred within the State of Missouri, pursuant to the Office of Administration Travel Regulations and Continental United States (CONUS) Per Diem Rates.

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- 1) The contractor must have the prior written approval of the state agency program *administrator* for any such expenses. In addition, the contractor must have the prior approval of the state agency program *administrator* for any travel related expenses which may exceed the CONUS rates.
- 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address:  
<http://content.oe.mo.gov/travel-portal/>
- 3) The Continental US Per Diem Rates (CONUS) can be found by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>.

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- d. Other Costs and Expenses – If the contractor performed services pursuant to an approved work plan and if other costs and expenses were approved by the state agency program *administrator* as part of the approved work plan, the contractor shall indicate other costs and expenses incurred and shall attach copies of invoices and/or other receipts to the contractor’s invoice. The contractor shall be reimbursed for other costs and expenses previously approved by the state agency program *administrator* as part of the work plan.

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- e. If the contractor performed additional consulting based on an approved work plan for a project, in no event shall the total amount paid to the contractor for such project exceed the guaranteed not-to-exceed price approved by the state agency program *administrator* in the approved work plan.

3.11.10 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for “no-shows”, travel time, report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated, damages, family assistance, training, telephone charges, etc.

- 3.11.11 If approved by both parties, the contractor shall provide transportation and hotel expenses, as needed, for an annual site visit or attendance at a specialized function for state agency personnel.

**3.12 Meetings:**

- 3.12.1 The contractor shall participate in oversight meetings specific to contract compliance as requested by the state agency. Meeting minutes shall be provided by the state agency to the contractor and the state agency's Purchasing Section. The state agency estimated that no more than one meeting per quarter will be conducted, and that the contractor may participate by way of conference call unless required to attend in person. All costs associated with such meeting attendance shall be the responsibility of the contractor.

**3.13 Audits:**

- 3.13.1 The contractor agrees and understands that the state agency and/or any appropriate state/federal agency may examine (audit) all pertinent books, documents, papers, and records of the contractor as they relate to the requirements of the contract, and shall make such available upon request.
- a. The contractor shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five year period if the state agency has been notified in writing by the contractor and written approval to destroy the records has been received from the state agency. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.
  - b. The contractor shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the state until such time as the appeal, litigation, claim, or exception has been resolved.

**3.14 Other Requirements:**

- 3.14.1 **Deficiency Notice:** The contractor shall understand and agree that if the state agency, through its review and evaluation of contractual performance, determines that the services being performed by the contractor are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance including, but not limited to, the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.
  - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum; e-mail correspondence; and/or certified letter (with return receipt request).
  - c. Upon receipt of the notice of the deficiency notice, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven (7) calendar days. In either instance, the contractor shall implement a corrective plan of action and direct a response to the state agency within the seven (7) calendar days.
  - 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.

- 3.14.2 The contract is not intended to create any rights, liberty interest, 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.
- 3.14.3 **Financial Requirements:** The contractor understands that the State of Missouri is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for this contract shall be determined solely by the state agency, and such determination shall be final and without recourse by the contractor. The state agency does not give any assurances under the terms of this contract that the maximum calculated payment for service(s) specified herein will be purchased.
- a. Moneys received from the state agency under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
- 3.14.4 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Commission laws, 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.
- 3.14.5 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the State determines that the contractor is in violation of this paragraph, the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.
- 3.14.6 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy contractual responsibilities. The state agency shall not assume, nor shall it be liable for legal or accounting services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal or accounting counseling to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 3.14.7 **Conflict of Interest:** In accordance with the Sections 105.450 to 105.458 RSMo, no official or employee of the state agency or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the 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 or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the

performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

- b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract written approval shall be obtained from the director of the state agency.
- c. A Department of Corrections employee shall not be compensated under this contract for duties performed in the course of his/her state employment. A Department of Corrections employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

3.14.8 The contractor shall understand and agree that the State of Missouri shall have the right to negotiate at any time during the contract for more favorable pricing, performance levels, and/or terms in order to adapt to changed market conditions, state's operating environment and/or economy. The contractor shall further understand and agree that in event of unsuccessful negotiations, the state may elect to cancel or not renew and rebid with new requirements that more accurately reflect the market conditions, operating environment and/or economy.

3.14.9 **PREA Requirements:** The contractor and all of the contractor's employees/agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees/agents before they are allowed entry into the institution. The contractor, its employees/agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees/agents that have the potential to have contact with inmates.

- a. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees/agents for any reason, at the discretion of the institution. Such denial shall not relieve the contractor of any requirements of the contract.
- b. The contractor, its employees/agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- c. The contractor, its employees/agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees/agents, shall not obstruct the Department or 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 policies and procedures relating to employee conduct.
- d. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse and consensual sex.
  - 1) Any contractor or contractor's employee/agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee/agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the contractor/employee/agent from providing services under the contract.

- 2) Any contractor/employee/agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- e. The contractor, its employees/agents shall not interact with offenders except as is necessary to perform the requirements of the contract. The contractor, its employees/agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
  - f. If any contractor or contractor's employee/agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

#### 4. GENERAL CONTRACT REQUIREMENTS

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

##### 4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management 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.

##### 4.2 Contract Period:

4.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

##### 4.3 Price:

4.3.1 All prices shall be as indicated on the Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

##### 4.4 Contractor Liability:

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

expense, liability, or payment arising out of such negligent act. 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.

4.4.2 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.

4.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

#### **4.5 Termination:**

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

#### **4.6 Subcontractors:**

4.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. 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. 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

4.6.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

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

#### **4.7 Contractor's Personnel:**

- 4.7.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 4.7.2 *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.*
- 4.7.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.7.4 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 Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 4.7.5 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.
- 4.8 Participation by Other Organizations:**
- 4.8.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 4.8.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 4.8.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in

meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- 4.8.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management 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.
- 4.8.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

#### **4.9 Assignment:**

- 4.9.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

#### **4.10 Inventions, Patents, and Copyrights:**

- 4.10.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 4.10.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the

contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

4.10.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

#### **4.11 Insurance:**

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

#### **4.12 Contractor Status:**

4.12.1 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.

#### **4.13 Coordination:**

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

#### **4.14 Property of State:**

4.14.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

#### **4.15 Substitution of Personnel:**

4.15.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

#### **4.16 Payments:**

4.16.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

4.16.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

#### **4.17 Confidentiality and Security Documents:**

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

**EXHIBIT A**  
**PRICING PAGE**

**SECTION A.1 REVISED BY AMENDMENT #002**

**A.1 Required Pricing:** The offeror shall state the firm, fixed price to provide all services necessary to operate an electronic monitoring system in accordance with the minimum mandatory requirements stated herein.

Description	<i>Estimated Annual Quantities</i>	Firm, Fixed Price
<i>Radio Frequency Monitoring Without Cellular</i>	146,000	\$ _____ Firm, Fixed Price Per Monitoring Day, per offender.
<i>Radio Frequency Monitoring With Cellular</i>	36,500	\$ _____ Firm, Fixed Price Per Monitoring Day, per offender.
Voice Verification/ Identification	9,000	\$ _____ Firm, Fixed Price Per Monitoring Day, Per Offender, minimum of four calls.
Alcohol Monitoring for on-demand	38,325	\$ _____ Firm, Fixed Price Per Monitoring Day, Per Offender
Alcohol Monitoring for continuous	52,925	\$ _____ Firm, Fixed Price Per Monitoring Day, Per Offender
<i>Passive GPS Monitoring</i>	36,500	\$ _____ Firm, fixed incremental cost per monitoring day, per offender, over and above the offeror's firm, fixed price per monitoring day, per offender for a radio frequency monitoring system.
<i>Active GPS Monitoring</i>	73,000	\$ _____ Firm, fixed incremental cost per monitoring day, per offender, over and above the offeror's firm, fixed price per monitoring day, per offender for a radio frequency monitoring system.
Expert Witness Testimony	50 Hours	\$ _____ Firm, Fixed Price Per Hour

**A.2 Renewal Option:**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of three (3) additional years.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

Maximum Increase

Minimum Decrease

1st Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

2nd Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

3rd Renewal Period: original price + \_\_\_\_\_% **OR** original price - \_\_\_\_\_%

**EXHIBIT B**  
**EXPERIENCE/ RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL**

The evaluation of the offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process

**B.1 EXPERIENCE OF THE ORGANIZATION**

- 1) The offeror should describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The offeror should provide a detailed description their current and prior experience pertaining to establishing and maintaining an electronic monitoring system as required by the RFP. The offeror should provide a list of entities for which they, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.

**B.2 EXPERTISE OF PERSONNEL**

- 1) The offeror should fully describe the expertise and experience of the staff that will be assigned. The offeror's description should include the position and position description of the proposed staff as well as detailed resumes for the proposed staff. Resumes should be structured to emphasize relevant qualifications (including education, licenses, certifications, etc.) and experience of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP. Information submitted should clearly identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri. In the event specific personnel are not able to be designated, the offeror should provide detailed descriptions of the required qualifications for the assignment as well as detailed job/position descriptions of the specific positions, including the type of person proposed to be assigned.
- 2) The offeror's response should also specifically address personnel's knowledge and experience with the following:
  - a. The development, implementation, and administration of electronic monitoring services identical in scope to the program requirements stated herein.
  - b. The various technical requirements required and desired to meet the requirements of the RFP (see Performance Requirements, section 3);

**B.3 RELIABILITY OF THE ORGANIZATION**

- 1) The offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
  - a) The offerors financial stability will be considered as part of the proposal evaluation. Therefore, the offeror should submit adequate financial information as evidence of the offeror's financial stability. This may include but not be limited to audited financial statements, annual reports, 10Q reports, 10K reports, or other recognized reports that provide information to support the offeror's financial stability.

**PARAGRAPH REVISED BY AMENDMENT #002**

- 2) The offeror *should* indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor's organization.

**PARAGRAPH REVISED BY AMENDMENT #002**

- 3) *The offeror should indicate whether or not they have had contracts with other governmental entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain circumstances/reasons for the cancellation and/or non-renewal.*

**EXHIBIT C**  
**PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY**

The evaluation of the offeror's proposed method of performance and solution functionality shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

- C.1** The offeror should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this RFP. The offeror should include a written narrative addressing each item of the Performance Requirements section.

The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method is recommended: Identify each specific paragraph and subparagraph of the Performance Requirements (Section 3 herein) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- C.2** In presenting the method of performance, the offeror should specifically describe the following:

- a) Methods of program evaluation and proposed frequency of program evaluation;
- b) The offeror should describe all required items including the following:
  - 1) Any limitation(s) of the proposed transmitter(s) with respect to the equipment's shock resistance and water capabilities and the equipment's capability to function under normal atmospheric and environmental conditions;
  - 2) The specific design characteristics that shall prevent tracing and duplication of the proposed transmitter's signals;
  - 3) Any limitations of the proposed receiver/dialer(s) with respect to the equipment's functional reliability to operate under normal atmospheric and environmental conditions;
  - 4) The type of equipment proposed to be used at the computer/monitoring site, a description of the operating system environment, and the telecommunications' strategy that the offeror is proposing to employ;
  - 5) The proposed communications system which shall provide the state agency with the capability to communicate with the computer/monitoring site;
  - 6) The offeror's proposed methods of attaching the transmitter to the offender and installing the receiver/dialer to the offender's telephone line;
- c) The offeror should provide International Standards Operations Certification or its equivalent with the offeror's response.
- d) The offeror should provide the following information regarding computing and telecommunications:
  - 1) A detailed description of the changes that shall be required of the offeror's computing and communications system to accommodate the state agency's system;
  - 2) A detailed description of the offeror's proposed equipment inventory procedures;

- 3) Proof that the offeror's proposed equipment is FCC certified;
- e) The offeror should describe proposed training and standard operating procedure manuals that will be provided to all designated probation and parole staff.
- f) The offeror should describe its proposed methods of staff recruitment;
- g) The offeror should describe its proposed plans for coordination between the offeror and the state agency on all program issues, from staffing and personnel issues to offender issues;
- h) The offeror should state the length of time required for actual program implementation after notification of contract award.
- i) The offeror should describe how it will meet the daily and emergency hook-up requirements.
- j) The offeror should describe in detail how they will identify and replace batteries.
- k) The offeror should provide a description of how they will retrieve equipment from unsuccessful offenders' residences.
- l) The offeror should specify how it will address the needs of offenders with deficits and special needs in the following areas: reading (including illiteracy), written, spoken, or receptive language, learning disabilities, hearing, vision, and/or physical disabilities of any type.
- m) The offeror should describe their disaster recovery plan and data center facilities.

**C.3** The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP, especially the start-up phase, and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.

- a) A Schedule of Events may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- b) The offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the qualifications of the personnel.
- c) The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- d) The organizational chart should include the names of the personnel and the working titles of each.
- e) The organizational chart should include information about any proposed subcontractors including management, supervisory, and other key personnel.
- f) Along with a detailed organizational chart, the offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

**PARAGRAPH NUMBERING REVISED BY AMENDMENT #002**

- C.4** *Economic Impact to Missouri - The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:*
- a) Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products;*
  - b) Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations;*
  - c) Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouses; other), including Missouri employee statistics.*

**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

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

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

<b>MBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

**WBE Participation Commitment Table**

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

<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total WBE Percentage:</b>	%	

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed:
	RFP Paragraph References:
2.	Product/Service(s) proposed:
	RFP Paragraph References:

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total SDVE Percentage:</b>	%	

**EXHIBIT E**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ Organization for the Blind \_\_\_\_ Sheltered Workshop \_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification (or attach copy of certification)

Expiration Date: \_\_\_\_\_

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

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

\_\_\_\_\_  
*Date  
(Dated no earlier than the RFP issuance date)*

**EXHIBIT E**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**  
**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- 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: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. 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.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency or Public University\*** to Which the SDV's Documents were Submitted:

\_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [[www.oe.mo.gov/purch/vendorinfo/sdve.html](http://www.oe.mo.gov/purch/vendorinfo/sdve.html)] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

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

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

**BUSINESS ENTITY CERTIFICATION:**

The offeror 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/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/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 employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFP B2Z14038 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 Department of Labor and Industrial Relations 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 F, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror'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 F, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

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

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

_____	_____
Signature of Notary	Date

**EXHIBIT F, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date of Previous E-Verify Documentation Submission:** \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT G**  
**MISCELLANEOUS INFORMATION**

**G.1 Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page. In providing a response, the offeror should review Executive Order 04-09 (provided at the following web site link: <http://www.sos.mo.gov>) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

**G.2 Employee/Conflict of Interest:**

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

**G.3 The offeror should provide all necessary contact information as identified below:**

<b>RFP COORDINATOR CONTACT INFORMATION</b> (person to be contacted for questions and other coordination activities regarding the offeror's proposal)	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> (person to be contacted for questions and other coordination activities regarding an awarded contract)	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

### 1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **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 DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

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

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP 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 DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail

notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

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

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM 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 DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

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

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

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

### **13. WARRANTY**

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

### **14. CONFLICT OF INTEREST**

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

### **15. REMEDIES AND RIGHTS**

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

### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **17. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

### **18. BANKRUPTCY OR INSOLVENCY**

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

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

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

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

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

Revised 12-27-12

**ATTACHMENT #1  
EM HOOK-UP DAYS**

Tuesday	WEDNESDAY	Thursday
01 - St. Joseph	2S - Cameron	2 - Chillicothe
5A - Clinton	03 - Hannibal	5 - Warrensburg
10 - Springfield	06 - Columbia	10R - Springfield
11 - Rolla	09 - Joplin	12 - Farmington
11A - Steelville	15 - Hillsboro	13 - West Plains
17 - St. Charles	18 - Moberly	14 - Sikeston
19 - Liberty	18S - Macon	16 - Union
27 - Jefferson City	20 - Camdenon	21 - Branson
29 - Sedalia	20S - Warsaw	23 - Kennett
29S - Boonville	22 - Cape Girardeau	24 - Independence
32 - Marshall	22A - Perryville	25 - Poplar Bluff
34 - Lake Ozark	26 - Fulton	28 - Belton
38 - Troy	30 - Nevada	31 - Caruthersville
40 - Maryville	32 - Lexington	36 - Potosi
	33 - Neosho	37 - Dexter
	35 - Lebanon	39S - Brookfield
	39 - Trenton	41 - Charleston
		42 - Nixa
		43 - Aurora

**St. Louis Area**

Tuesday	Wednesday	Thursday	Friday
EP	EP	7S	EP
EC	EC	8C	EC
7C	8N		SLCRC
	8S		
	8E		

**Kansas City Area**

Tuesday	Wednesday	Thursday
04	4W	*4B
4C		
KCCRC		

\*As Needed

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MISSOURI DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE

\*\* POLICY AND PROCEDURE MANUAL \*\*

\*\*\*\*\*

POLICY TITLE:  
Electronic Monitoring

POLICY NO. P4-5

\_\_\_\_\_  
Parole Board Chairman Approval

EFFECTIVE DATE:  
November 1, 2011

\*\*\*\*\*

I. PURPOSE

Electronic Monitoring includes a wide array of evolving technology designed to enhance structure and supervision of the client in the community. The equipment provides a tool that can be used by the Probation and Parole Officer to increase client success and enhance public safety.

A. AUTHORITY: 217.040, 217.541, 217.690, 217.720, 217.735, 221.025, 544.455, 544.470, 559.021, 559.106, 575.205, 577.011, and 589.425 RSMo.

B. APPLICABILITY: All divisional staff.

II. DEFINITIONS

None

III. ATTACHMENTS/FORMS

None

IV. REFERENCES

P4-5.1 Electronic Monitoring

V. HISTORY

Original effective date: March 2003

Revision effective date: May 1, 2009  
Revision effective date: November 1, 2011

\*\*\*\*\*

MISSOURI DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE

\*\* POLICY AND PROCEDURE MANUAL \*\*

\*\*\*\*\*

PROCEDURE TITLE:  
Electronic Monitoring Procedure

PROCEDURE NO: P4-5.1

\_\_\_\_\_  
Parole Board Chairman Approval

EFFECTIVE DATE:  
November 1, 2011

\*\*\*\*\*

I. PURPOSE

This procedure addresses the process for referral, placement, supervision, discharge, and related activities for electronic monitoring.

A. **AUTHORITY:** 217.040, 217.541, 217.690, 217.720, 217.735, 221.025, 544.455, 544.470, 559.021, 559.106, 575.205, 577.011, and 589.425 RSMo.

B. **APPLICABILITY:** All divisional staff.

II. DEFINITIONS

A. Active System - The electronic monitoring system that includes Global Positioning Satellite systems to track the client through cellular communications capability. The system provides near real time reporting of client alerts through e-mail or fax to the supervising officer/designee.

B. Active Tracking - Monitors and stores details of the client's movement and relays the information to the vendor who provides information to the Command Center when a participant breaches the tracking conditions or requirements.

C. Alcohol Monitoring - A system that monitors the alcohol content of a client's breath or perspiration.

D. Benefit Score - Predicts the likelihood of benefit of involvement in a supervision strategy or community treatment on the reduction of recidivism.

1. **Low Benefit:** statistically speaking in comparison to people with similar characteristics recidivism is not likely to be significantly reduced by referral to a supervision strategy and/or community treatment.

2. **Medium Benefit:** statistically speaking in comparison to people with similar characteristics recidivism may or may not be significantly impacted, and the decision to employ a supervision strategy and/or community treatment should be made based on availability of the resources and characteristics of the client.
  3. **High Benefit:** statistically speaking in comparison to people with similar characteristics recidivism is likely to be significantly reduced by referral to a supervision strategy and/or community treatment.
- E. **Command Center** - A unit operated by department staff 24 hours a day to serve as an emergency contact for department staff, law enforcement and clients. The Command Center is responsible for issuing wanted person entries when mandated by the results of an investigation or notification.
  - F. **Curfew** - Home confinement during limited and specific hours determined by probation and parole staff.
  - G. **Electronic Monitoring** - The assignment of a client to a home environment under the supervision of the division utilizing electronic monitoring surveillance.
  - H. **Evidence Based Practices** - A progressive, organizational use of direct, current scientific evidence to guide and inform efficient and effective correctional services.
  - I. **Exclusion Zone** - An area in which a client is not allowed to travel.
  - J. **Field Monitoring Device (FMD)** - A device placed in the client's home that receives a radio signal transmitted by an ankle bracelet worn by the client. The FMD is connected to a home's existing telephone and electrical systems to transmit activities to a monitoring center.
  - K. **Field Risk Reduction Instrument (FRRI)** - An assessment tool used to calculate the intervention level and predict the potential benefit of community supervision strategies and community treatment. These scores assist the officer in identifying clients whom are more likely to benefit from placement in a supervision strategy, community treatment, or intervention based on criminogenic needs.
  - L. **Global Positioning Satellite System Monitoring Unit** - Equipment used to monitor a client's movement, either actively or passively.
  - M. **Global Positioning Satellite System (GPS)** - A form of electronic monitoring that utilizes satellite tracking.
  - N. **Inclusion Zone** - An area in which the client must stay within a predetermined period of time.

- O. Initial Assessment Phase - This initial phase is for clients new or returning to community supervision in which they are assessed for criminogenic needs, related factors, and receive information relative to the expectations of supervision.
- P. Intervention Level III - This supervision level requires considerable officer monitoring, engagement, strategy/plan development and supervision activity as clients are at high risk of supervision failure, based on the Field Risk Reduction Instrument.
- Q. Lifetime Supervision - The supervision of an offender for the duration of his or her natural life when the offender has pleaded or been found guilty of a crime requiring lifetime supervision, as defined by state statute.
- R. Near Real Time - The amount of time it takes for the active tracking system to provide information to the office on the location of a participant. This delay may be from five to 30 minutes.
- S. Passive Tracking - An electronic monitoring system that stores the movements of a client when they are away from the base unit and downloads to the monitoring company when the client returns home. The supervising officer may be subsequently notified of violations by fax or e-mail alert when the tracking device is placed in the charging stand.
- T. Prior Sex Offender - An offender who has previously pleaded guilty to or been found guilty of an offense contained in Chapter 566, RSMo., or Incest, or Endangering the Welfare of a Child 1st Degree when the offender knowingly engaged in sexual conduct with a victim under the age of seventeen over whom the offender was a parent, guardian, or otherwise charged with the care and custody.
- U. Program Tracking - A system within the OP II computer system that provides information on identified programs and specific information concerning the client population.
- V. Radio Frequency - Traditional electronic monitoring technology using an ankle bracelet and home base station that utilizes either a traditional phone line or cellular service.
- W. Recreation Time - A period of time designated by the officer where the client is free to be away from his/her residence for activities other than employment, worship, medical, or treatment purposes.
- X. Supervision Plan - Activities developed through client and officer interaction to address client needs and contribute to client success. Plans are recorded in the Transition Accountability Plan (TAP) and/or in officer road notes.

Y. Supervision Strategy Score - Predicts the likelihood the client will benefit from participation in supervision strategies such as electronic monitoring, residential facility, community release center, community supervision center or day reporting. It is based on a combination of the following:

1. Current age
2. Current offense
3. Employment status
4. Need Scale (Dynamic Factors)
5. Prior incarcerations
6. Prior institutional treatment
7. Prior supervision revocations
8. Risk Scale (Static Factors)
9. Substance abuse measures score

Z. Transmitter - A device worn by the client that transmits a radio signal to a home monitoring unit.

AA. Voice Template - A recording of someone's voice for comparison purposes.

BB. Voice Verification - A system that monitors clients by comparing their voice to their previously recorded voice template.

### III. PROCEDURE

#### A. General Information

Clients are placed on electronic monitoring when:

1. they are ordered and found eligible to complete these supervision strategies by the court or Parole Board,
2. they are statutorily mandated for lifetime supervision,
3. they score high benefit on the supervision strategy category and through an assessment by the officer are identified as likely to benefit from this supervision strategy,
4. they exhibit behavior that the officer believes would benefit from the structure and restrictions offered through this supervision strategy, or
5. they are accepted for supervision from another state, through interstate compact, with a special condition for placement. However, if component(s) of the special condition can not be enforced, then the sending state shall be notified via the Transfer Request Reply in ICOTS.

#### B. Eligibility Requirements/Restrictions

1. When using a land-line telephone compatible with monitoring equipment the following restrictions apply:
  - a. No special features are to be associated with the phone line, including:
    - 1) call forwarding,
    - 2) call waiting,
    - 3) call blocking,
    - 4) caller ID,
    - 5) dial up internet, or
    - 5) long distance blocking.
  - b. No cordless phones are to be connected to the phone line anywhere in the residence.
  - c. Clients on alcohol monitoring or voice verification must be able to complete the enrollment process (voice template).
2. Clients may be eligible for electronic monitoring through cellular services.
3. Clients must have an acceptable home plan, which shall be confirmed through a home visit by the investigating/supervising officer.
4. Clients requiring lifetime GPS monitoring must provide a home plan compatible with GPS equipment.
5. Prior to the home plan being accepted, residents of the home plan shall:
  - a. be made aware of the requirements related to electronic monitoring,
  - b. agree to have the equipment placed in their home, and
  - c. acknowledge phone services may be interrupted.
6. Clients living in motels or other temporary housing arrangements may be excluded from electronic monitoring.
7. Clients should not be assigned if they have limited functioning capacity or a serious medical or mental health issue that prevents them from understanding the electronic monitoring guidelines, unless required by law.

8. Cases on court diversion, sentences involving a fine only or suspended cases (except lifetime supervision) are not eligible for electronic monitoring.

C. Criteria for Referrals

1. Institutional Referrals

- a. Eligibility shall be determined by the Institutional Parole Officer (IPO) and any recommendations will require approval by the Parole Board.
- b. When the Parole Board orders electronic monitoring, an investigation request shall be sent by the IPO to the appropriate field office. Any known detainers or warrants shall be outlined in the comments section of the investigation request.
- c. In the event an investigation cannot be completed within the time frame, the district office shall notify the institutional parole office of the delay by e-mail or phone.
- d. The field Probation and Parole Officer (PPO) shall submit to the requesting institution a reply to the investigation request. A copy of the reply is sent to the release manager at Probation and Parole Central Office.
  - 1) The release date will be coordinated with the district's installation date.
  - 2) The institution will notify the field office, by e-mail, at least five business days prior to release of a client with an open parole date.
  - 3) To avoid missing the pre-arranged installation time, the IPO shall not grant the client permission to make any other stops prior to reporting to the receiving district unless approval is provided by the field supervising officer.
- e. In cases where the home plan, with both field and institutional supervisory review and approval, is rejected:
  - 1) The field officer will telephone the IPO for an alternate plan.
  - 2) If the alternate plan is located in the same district, then the field officer will conduct the investigation and note change of the plan in the reply, if accepted.
  - 3) If the alternate plan is located in another district, then the investigation will be rejected and the IPO shall then initiate a new investigation request to the appropriate district.

- f. In the event the client's release date is cancelled, the institutional parole office will notify the field office by memorandum or telephone call.

## 2. Field/Court Referrals

- a. All court referrals to electronic monitoring will be screened for eligibility prior to being assigned to the supervision strategy.
- b. Should the court designate a specific time period on electronic monitoring, the District Administrator (DA) will notify the court in writing as soon as possible that the length of time cannot be stipulated by the court, but is determined by the client's success or failure to conform to the expectations of supervision.
- c. Clients eligible for electronic monitoring will be scheduled for hook up on the next scheduled installation date.
- d. Clients being referred to Voice Verification can be enrolled immediately.
- e. If a client is determined not eligible for electronic monitoring as ordered by the court, the client will be screened for alternative supervision strategies. The officer will then notify the court that the client was not eligible for electronic monitoring and advise of available alternative supervision strategies.

## D. Monitor/Installation Procedure

1. The electronic monitoring officer should enter all required client information into the web based monitoring system at least 48 hours prior to the activation of the electronic monitoring device.
2. If the computer system is not active, then enrollment information will be communicated to the contractor via fax or phone call.
3. The program tracking entry will be completed to record the client's projected entry date on electronic monitoring. All programs should be annotated separately, i.e. alcohol monitoring or radio frequency.
4. The supervising officer should meet with the installer and client and be available while the installer conducts the installation procedures with the client.
5. If the client is unable to meet with the installer, then the client may be placed on Voice Verification until the installation process can be conducted.
6. The installer will attach the equipment to the client if applicable, and/or provide the client with monitoring equipment to set up at home and give the client verbal and written instructions.

7. The electronic monitoring officer shall review necessary documents and directives with the client and explain the client's responsibility for the equipment.
8. The installer or officer will obtain the client's signature on the appropriate form: Alcohol Monitoring Agreement (Attachment A), Electronic Monitoring Agreement (Attachment B), Global Positioning Agreement (Attachment C) or Global Positioning Agreement-Lifetime Supervision (Attachment D). A copy shall be maintained in the client's file.

#### E. Supervision Process

##### 1. Contact Requirements

- a. The minimum required contacts for clients assigned to electronic monitoring are the same as outlined for Intervention Level III.
- b. If a client is assigned to electronic monitoring during the Initial Assessment Phase (IAP), then the required contacts and activities of IAP will be completed by the supervising officer.

##### 2. Duration of Electronic Monitoring

- a. The length of time on electronic monitoring will be determined by the continued need for the strategy to support a client's supervision plan.
- b. Placement of less than 30 days or more than 120 days requires supervisory approval.

##### 3. Client Activity

- a. The electronic monitoring officer will routinely review client activity and investigate any alerts or questionable events.
- b. The electronic monitoring officer will investigate any equipment related issues.
- c. In the absence of the electronic monitoring officer other trained staff, as designated by the DA, shall be responsible for monitoring client activity.

##### 4. Recreation time

- a. Recreation time guidelines:
  - 1) The client should be assessed for stability prior to the granting of recreation time.

- 2) A 10:00 p.m. curfew shall be imposed, absent special circumstances.
- 3) Clients should not be granted more than 8 hours per week without supervisory permission.

b. At the officer's discretion, recreation time may be permitted, with consideration based on:

- 1) compliance with Conditions of Supervision,
- 2) compliance with existing curfew and program rules,
- 3) meeting financial obligations or following a payment plan addressing deficiencies,
- 4) verified employment.

#### 5. Emergency contact information

- a. Information will be discussed with the client as to what constitutes an emergency.
- b. Clients shall be advised of the Command Center (CC) emergency contact number to report all problems that occur after regular business hours.

#### 6. Schedule changes

- a. Clients will submit schedules for approval on a weekly basis unless an alternative method has been developed.
- b. Clients must obtain approval in advance for all schedule changes.
- c. All approved schedule changes will be made in the web based monitoring system by the person granting the change, the CC or web based monitoring company at the request of the person approving the schedule change.
- d. In the absence of the electronic monitoring officer, schedule changes requested by the client should only be granted in rare or emergency situations.

#### F. Lifetime GPS

1. Offenders will be placed on GPS monitoring per divisional electronic monitoring procedures. The capitalized term "LIFE SUPV" shall be annotated behind the offender's last name in the vendor software system to ensure priority of alert responses.

## 2. Active Supervision (Probation, Parole and Conditional Release)

- a. Probation cases shall be placed on GPS monitoring as soon as possible but no later than two business days after identification.
- b. Parole/conditional release cases shall be placed on GPS monitoring as soon as possible, but no later than two business days after they are released to field supervision, or placed in a Community Release Center (CRC), Community Supervision Center (CSC) or Residential Facility (RF).
- c. An offender released on parole or conditional release to an interstate detainer will be placed on GPS as soon as possible after release from the detainer.
- d. All Lifetime Supervision offenders shall be placed on active GPS monitoring for the initial 120 days of supervision.
- e. After 120 days, the offender will be transferred to passive GPS monitoring. The offender may be extended on active GPS monitoring, with supervisory approval, after assessing:
  - 1) Assaultive History
  - 2) Circumstance of Offense
  - 3) Criminal History
  - 4) Institutional Conduct, if applicable
  - 5) Mental Health/Substance Abuse History
  - 6) Progress in Treatment (Mental Health, Sex Offender, Substance Abuse, etc)
  - 7) Social Factors (family/significant others, employment, residency)
  - 8) Supervision Compliance
  - 9) Victim Sensitive Issues
- f. The supervising officer shall indicate the placement of the offender on passive GPS monitoring in the Automated Road Book (ARB).
- g. Offenders on passive GPS monitoring may, at the officer's discretion, have schedules entered in the web based monitoring system.

h. Offenders shall be assessed on an ongoing basis for placement on active or passive GPS monitoring throughout their active supervision.

3. Probation, Parole and Conditional Release Discharged Supervision

a. An offender reaching discharged status shall sign the Global Positioning Agreement-Lifetime Supervision (Attachment D) form.

b. Once discharged, offenders shall be assessed on an ongoing basis for placement on active or passive GPS monitoring.

4. Director's Release

a. All Lifetime Supervision offenders with a Director's Release shall be placed on active GPS monitoring for the initial 120 days of supervision.

b. Offenders being discharged from incarceration on Director's Release shall sign the Global Positioning Agreement-Lifetime Supervision (Attachment D) form.

c. After 120 days, the offender will be transferred to passive GPS monitoring. The offender may be extended on active GPS monitoring, with supervisory approval, after assessing:

1) Assaultive History

2) Circumstance of Offense

3) Criminal History

4) Institutional Conduct, If applicable

5) Mental Health/Substance Abuse History

6) Progress in Treatment (Mental Health, Sex Offender, Substance Abuse, etc)

7) Social Factors (family/significant others, employment, residency)

8) Supervision Compliance

9) Victim Sensitive Issues

d. Offenders shall be assessed on an ongoing basis for placement on active or passive GPS monitoring.

G. Removal

1. Upon completion of electronic monitoring, the supervising officer will ensure that program tracking in the agency computer system is updated, reflecting the actual out date.
2. When monitoring is terminated, the supervising officer shall ensure that the web-based information screen is updated.

#### H. Special Circumstances

##### 1. Hospitalizations/Treatment Programs/Incarceration

###### a. In circumstances requiring the removal of the transmitter:

- 1) The client shall be removed from the web based monitoring system and program tracking.
- 2) Upon discharge from the hospital, treatment program, or incarceration the supervising officer will determine if electronic monitoring is required.
- 3) If reinstated on electronic monitoring, the client shall be reactivated in the web based monitoring system and program tracking.

###### b. In circumstances not requiring the removal of the electronic monitoring equipment:

- 1) The client shall be suspended in the web based monitoring system.
- 2) The officer will re-activate the client in the web based monitoring system upon subject's release.

##### 2. Loss of home plan:

###### a. New home plans within the supervising district

- 1) The supervising officer will investigate the home plan to determine appropriateness and compatibility with electronic monitoring equipment.
- 2) If found acceptable, then address changes will be made in the agency computer system and the web based monitoring system.

###### b. New home plans outside of the supervising district

- 1) The supervising district shall notify the receiving district by phone of the change in residence and obtain reporting instructions.

- 2) The client's case shall be transferred to the new office in the web based monitoring system after the client has reported to the receiving district.
- 3) The supervising officer shall submit an investigation request to the receiving district.
- 4) If the home plan is acceptable, then the supervising officer shall make the necessary changes in program tracking and the web based monitoring system.

### 3. Loss of Utilities

#### a. Natural Causes:

- 1) If electricity, phone or cellular services are disrupted due to unforeseeable reasons, then the client is to contact the supervising officer or the Command Center as soon as possible. The supervising officer is to modify supervision requirements in conjunction with the disruption.
- 2) The client may be required to seek alternative home plans if services cannot be restored in a time frame approved by the supervising officer.

#### b. Failure to pay utility bills:

- 1) The supervising officer shall allow the client 48 hours to:
  - a) restore services,
  - b) seek an alternative home plan.
- 2) The supervising officer will screen for alternative supervision strategies, if needed.

### 4. Malfunctioning Equipment

- a. When equipment malfunctions, the client may be placed on voice verification unless phone service is not available.
- b. The supervising officer will ensure that the equipment problem is reported to the monitoring company.

### 5. Absconder or Death

- a. The client shall be removed from the web based monitoring system and program tracking.

- b. Guidance will be provided to significant others concerning the return of the monitoring equipment.
  - c. If the significant other fails to return the monitoring equipment, then information will be shared with the monitoring company for retrieval of the equipment.
6. Tampering with Electronic Monitoring Equipment
- a. The supervising officer shall prepare a violation report when a client intentionally removes, alters, tampers with, damages or destroys the electronic monitoring equipment. This is a supervision strategy violation, although it can also be a law violation if referred for prosecution.
  - b. It is the responsibility of the electronic monitoring vendor, as the victim of the crime, to report to the local prosecuting attorney when their equipment has been damaged or destroyed.
  - c. The supervising officer will assist in prosecution based on charges filed by the prosecuting attorney as required.

#### I. Equipment Collection

- 1. Collection and inventory of electronic monitoring equipment is the vendor's responsibility.
- 2. Space permitting, returned equipment may be temporarily stored at the probation and parole office.
- 3. Division staff are not responsible for the equipment and will not sign the electronic monitoring equipment receipt.

#### IV. ATTACHMENTS/FORMS

- A. Alcohol Monitoring Agreement
- B. Electronic Monitoring Agreement
- C. Global Positioning Agreement
- D. Global Position Agreement-Lifetime Supervision

#### V. REFERENCE

- P2-1.1 Board Investigations
- P3-1.1 Levels of Supervision
- P3-2.1 Initial Assessment Phase
- P3-2.2 Field Risk Reduction Instrument
- P3-4.7 Directives and Special Conditions
- P3-4.14 Automated Road Book

- P3-4.15 Intervention Fees
- P3-5.1 Court Orders in Conflict with Agency Policy
- P3-6.4 Supervision of Sex Offenders
- P3-6.9 Lifetime Supervision of Sex Offenders
- P3-8.1 Violation Investigation and Response
- P4-5 Electronic Supervision
- P5-1.5 Interstate Compact Investigations
- P6-4.1 Pre-Hearing Report
- P6-4.3 Community Placement Assessment Report
- P6-4.4 Special Reports
- P6-7.1 Investigation of Release Plan

## VI. HISTORY

Original effective date: March 2003

Revision effective date: May 1, 2009

Revision effective date: November 1, 2011(Combined with P4-5.2 Voice Verification)

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**MISSOURI DEPARTMENT OF CORRECTIONS  
DEPARTMENT  
PROCEDURE MANUAL**

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D2-11.10 Staff Member Conduct

Effective Date: October 5, 2013

Signature on File

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George A. Lombardi, Department Director

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**I. PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

**A. AUTHORITY:** Sections 105.055, 217.040, Chapter 36, ICSR 20-3.070.2 RSMo.

**B. APPLICABILITY:** All staff members of the department.

**II. DEFINITIONS:**

**A. Avoidable Contact:** Any contact with an offender, or ex-offender or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
  - a. giving unauthorized gifts of any nature,
  - b. name calling,
  - c. teasing,
  - d. horseplay,
  - e. joking,
  - f. carrying messages, or
  - g. sharing personal information.

**B. Chief Administrative Officer (CAO):** The highest ranking individual at the worksite, as designated below. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy/assistant division directors/central office section heads who are in their chain of command.

1. Director's Office
  - a. Deputy Department Director
2. Department Sections in the Director's Office

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**Effective Date: October 5, 2013**

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- a. Deputy Department Director
  - b. Central Office Section Heads
3. Division of Probation and Parole
- a. Division Director or designee
  - b. Chief State Supervisor
  - c. Assistant Division Director or designee
  - d. Regional Administrator
  - e. Superintendents
  - f. Field Service Administrators
  - g. District Administrators
4. Division of Adult Institutions
- a. Division Director or designee
  - b. Deputy Division Director or designee
  - c. Assistant to Division Director or designee
  - d. Wardens
5. Division of Offender Rehabilitative Services
- a. Division Director or designee
  - b. Assistant Division Director or designee
  - c. Wardens
  - d. Central Office Section Heads
6. Division of Human Services
- a. Division Director or designee
  - b. Central Office Section Heads
  - c. Regional Training Administrators
- C. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.
- D. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
  - b. parents/step-parents and their spouses,
  - c. siblings and their spouses,
  - d. children/step-children and their spouses,
  - e. grandparents/step-grandparents and their spouses,
  - f. grandchildren/step-grandchildren,
  - g. aunt,
  - h. uncle,

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- i. niece,
  - j. nephew, and
  - k. cousin.
- E. Immediate Family:** For the purpose of this procedure, immediate family shall include:
- 1. spouse,
  - 2. parents/step-parents and their spouses,
  - 3. siblings/step-siblings and their spouses, and
  - 4. children/step-children and their spouses.
- F. Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- G. Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- H. Staff Member:** Any person who is:
- 1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
  - 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;
  - 3. a volunteer in corrections;
  - 4. a student intern;
  - 5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.
- I. Working Days:** Monday through Friday except holidays.

**III. PROCEDURES:**

- A. PROFESSIONAL PRINCIPLES OF CONDUCT:** In order to pursue organizational excellence staff members are expected to adhere to the following professional principles and conduct:
- 1. strive toward excellence in the day to day work activities;
  - 2. treat all persons respectfully, fairly, honestly and with dignity;
  - 3. perform duties responsibly;
  - 4. empower and assist other staff members to perform their jobs in a responsible manner;
  - 5. accept and respect the differences in people;

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6. work as a team member;
7. make ethical decisions and act in an ethical manner;
8. hold themselves and all other staff members accountable for their actions;
9. abide by the laws;
10. be truthful in reports, interviews, during investigations/inquiries and in other dealings with the public and staff members;
11. be familiar with and adhere to:
  - a. the respective job components and job expectations established through the performance appraisal system;
  - b. the policies and procedures relating to job functions;
  - c. the employee handbook;
  - d. the department procedure regarding employee standards;
  - e. the department procedure regarding staff member personal appearance;
12. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
13. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment of any nature relating to race, color, religion, creed, sex, national origin, age or disability (or perceived disability);
14. report inappropriate actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.

**B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS:**

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
  - a. an offender,
  - b. an offender's family,
  - c. an offender's legal guardian and spouse,
  - d. an offender's significant other, or
  - e. an ex-offender (this does not include staff members who are ex-offenders).

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4. A staff member must provide written notification to the CAO the next day he<sup>1</sup> reports to duty with copies to all supervisors in the chain of command when he:
  - a. discovers that a family member is an offender,
  - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
  - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian or spouse of an offender or ex-offender,
  - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home,
  - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment/volunteer work.
  - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing to offenders/ex-offenders any personal information about themselves or other staff.
6. Staff members must not, give his or a fellow staff member's home or personal cellular telephone number or address to an:
  - a. offender/ex-offender or the offender's,
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from, or give anything to, an:
  - a. offender/ex-offender or the offender's,
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or

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<sup>1</sup> All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

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(4) spouse.

8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or the family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with compromise or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
  - a. The division director or designee will provide the staff member with written directions concerning such contact which will include any reasonable limits or restrictions on any contact allowed.
    - (1) Any staff member who fails to follow the limitations or restrictions will be subject to disciplinary action.

**C. REPORTING CRIMINAL MISCONDUCT:**

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available.
  - a. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrest and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations.
  - a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
  - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
  - c. Custody staff members must report the suspension, revocation or expiration of his motor vehicle operators/chauffeurs license.
  - d. Noncustody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
  - e. The CAO should issue an administrative proceedings warning, using the administrative proceedings warning form, to the staff member at the time the statement is requested.
  - f. The written report must be submitted before the end of the next shift worked.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
  - a. The CAO will determine whether the staff member will be required to report to the worksite.
  - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.

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4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident.
  - a. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible.
  - a. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
  - b. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
  - c. The staff member must provide the CAO with written account of the final disposition of the charge.
    - (1) This includes any plea that results in a suspended imposition or execution of sentence.
    - (2) The staff member must submit this account before the close of the next working day.
  - d. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee.
  - e. The CAO will provide updates as needed to the division director or designee as he receives updates.

**D. REPORTING MISCONDUCT:**

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command.
  - a. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next higher level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of, loss or damage to, state property or the property of others, or endangering state property or the property of others through carelessness.
5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the security of the work place.

**E. REPORTING MISMANAGEMENT:**

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

**F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS:**

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1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

**IV. REFERENCES:**

- A. 931-3469 Administrative Proceedings Warning
- B. D1-8.6 Offender Physical Abuse
- C. D1-8.13 Offender Sexual Abuse and Harassment
- D. D2-9.2 Suspension
- E. D2-11 Employee Standards
- F. D2-11.1 Secondary Employment/Volunteer Work
- G. D2-11.8 Staff Personal Appearance

**V. HISTORY:**

- A. Original Effective Date: 05/08/89
- B. Revised Effective Date: 04/23/90
- C. Revised Effective Date: 09/15/93
- D. Revised Effective Date: 04/20/99
- E. Revised Effective Date: 05/15/00
- F. Revised Effective Date: 04/06/08
- G. Revised Effective Date: 05/23/09
- H. Revised Effective Date: 12/17/09
- I. Revised Effective Date: 10/05/13



STATE OF MISSOURI  
DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE PROCEEDINGS WARNING

INCIDENT CONCERN (INCLUDE FACTS, TIME, NAMES AND DATE RELATIVE TO THE INCIDENT OR OCCURRENCE)

[Large empty rectangular area for incident details]

I advise you that you are being questioned or required to testify as part of an official investigation of the Department. This inquiry involves the above-described incident and is in accordance with Departmental policies and procedures.

This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident.

Refusal to answer questions or to testify to matters related to this incident implies that you have violated departmental policies and such refusal is cause for disciplinary action, including termination from the Department.

The information you provide for this administrative investigation cannot be used against you in any criminal proceeding. However, your statements may be used against you in an administrative action.

PERSON (PLEASE PRINT NAME)	TIME <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE
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I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE	DATE
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MSD-305-1 (01)      DISTRIBUTION: WASTE 1000-P    CEMETERY    W. PLUMMER OFFICE

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**Behavioral Interventions**  
6400 Lookout Road, Boulder, CO 80301  
(800) 241-5178

INVOICE NO: 802940  
PAGE: 1  
DATE: 8/31/2013  
DUE DATE: 9/30/2013  
INVOICE TYPE: MONTHLY

BI INC TAX ID #: 84-0769926

1343  
MISSOURI DEPT OF CORRECTIONS  
ATTN: FISCAL MANAGEMENT UNIT  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65102

MISSOURI DEPT OF CORRECTIONS  
ATTN: FISCAL MANAGEMENT UNIT  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65102

ORDER #	P.O. NUMBER	Ship Via	TERMS
B751700	C209079001		Net 30
		ACTIVE DAYS	DAILY RATE
		EXTENDED PRICE	

MONTHLY INVOICE FOR ELECTRONIC MONITORING SERVICES AUGUST 2013

HOMEGUARD 200 - RF MONITORING W/LAND LINE	10,753	1.79	19,247.87
HOMEGUARD 206 - RF CELLULAR MONITORING	2,191	4.99	10,933.09
SOBRIETOR - ALCOHOL MONITORING	2,414	2.15	5,190.10
TAD - TRANSDERMAL ALCOHOL MONITORING ONLY	2,642	7.69	20,316.98
TAD WITH RF - ALCOHOL WITH CURFEW MONITORING	1,037	8.74	9,063.38
PASSIVE GPS TRACKING WITH 2 PIECE UNIT	31	4.00	124.00
ET1 PASSIVE (SINGLE PIECE GPS) 1.720.A0	1,814	4.95	8,979.30
ET1 ACTIVE (SINGLE PIECE GPS) 1.30.A0.ZX	4,210	5.25	22,102.50
ET1 INTENSIVE (SINGLE PIECE GPS) 1.30.A30.ZX	63	6.75	425.25
ANYTRAX VOICE ID MONITORING SERVICES	66	1.56	102.96
ET1 - DOWNLOADER	62	0.75	46.50

INTEREST SHALL ACCRUE AT 1 1/2% PER MONTH ON PAST DUE AMOUNTS.  
BI INC NOW ACCEPTS VISA AND MASTERCARD. PLEASE CALL FOR DETAILS.

Thank you for your business

SALES AMT	96,531.93
MISC CHRG	\$0.00
FREIGHT	\$0.00
<b>TOTAL</b>	<b>\$96,531.93</b>

Total Region 1 \$ 32,160.06

System Type	Equipment	Price
HG200	HomeGuard 200 - RF Monitoring	1.79
HG206	HomeGuard 206 - RF Monitoring (Cellular)	4.99
SBR	Sobriety - Alcohol Monitoring (breath)	2.15
TAD	Transdermal Alcohol Monitoring	7.69
TAD+RF	Transdermal Alcohol Monitoring + RF	8.74
ET1-1.720.A0.NZ	ET1 1 Minute, 12 Hour, No AFLT No Zone Crossing	4.95
ET1-1.30.A0.ZX	ET1 1 Minute, 30 Minute, No AFLT W/Zone Crossing	5.25
ET1-1.30.A30.ZX	ET1 1 Minute, 30 Minute, 30 Minute AFLT W/Zone Cro	6.75
PASSIVE TRACKER	Passive GPS Tracking with 2 piece unit	4.00
VOICE-DAYS	Voice Verification Active Days	1.56
AT-ETAT	ExacuTrack Active tracking - 2 piece - no base	6.25
ET1-Downloader	ET1-Downloader	0.75

Agency 75170701		Totals	0	\$ -
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Client Name	Client ID	System Type	Begin Monitoring	End Monitoring	Active Days	Daily Rate	Amount
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