



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

RFP NO.: B3Z15201
TITLE: Offender Reentry Services in Kansas City
ISSUE DATE: 04/06/15

REQ NO.: NR 931 YYY15708151
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 05/01/15 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: Effective Date of Contract through June 30, 2016

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

**Missouri Department of Corrections
2729 Plaza Drive
Jefferson City MO 65109**

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.
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	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of offender reentry services as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - K
- 6) Terms and Conditions
- 7) Attachment 1: The offeror is advised that an attachment exists to this document which provide additional information and instruction. The attachment is a separate link that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachment. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachment.

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on April 21, 2015, at 1:00 p.m., in the DORS Conference Room, 2729 Plaza Drive, Jefferson City, Missouri.

1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The 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, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

- 1.3.1 One of the most pressing and complex challenges facing state government in Missouri and across the nation today is the reintegration of adult offenders from a correctional institution back into society. Ninety-seven percent (97%) of all the men and women committed to a correctional institution will someday be released from incarceration.
- a. During FY2014, 18,856 individuals were released from Missouri correctional institutions, returning to live in communities across the state. It is in everyone's best interest that released offenders reenter society safely and live as law-abiding, self-sufficient citizens.
 - b. During FY2014, 19,204 individuals were committed to Missouri's correctional institution system. Forty six percent (46%) of those correctional institution commitments were returning violators who failed to transition successfully and were returned to confinement.
 - c. During FY2014, 1,623 individuals released from Missouri correctional institutions returned to Jackson and Clay counties and 1,472 were committed to the system from these counties, forty four percent (44%) of which were returning violators who failed to transition successfully and were returned to confinement.
 - d. Missouri has set the following as goals regarding the reentry of offenders into the communities:
 - 1) Smarter transition practices;
 - 2) Increase public safety;
 - 3) Strengthen families;
 - 4) Stabilize neighborhoods;
 - 5) Reduce new victimization;
 - 6) Release offenders to become contributing citizens; and
 - 7) Maximize resources.
 - e. Additional information and history about the Department of Corrections and Missouri's Offender Reentry Program can be found on the internet at: www.doc.mo.gov, [*Popular Links: [Missouri's Reentry Process/Restorative Justice](#)*].
- 1.3.2 The Department of Corrections believes the methods of assisting the offender in reintegration into the community, developing partnerships with organizations that aid the offender in an array of assessed problem areas, and actively participating in working with the Department of Corrections are important aspects of successful management of offenders. The Department of Corrections also believes that the successful management of offenders is best achieved when community based resources are matched to meet offenders' needs. While the Department of Corrections recognizes that resources may be limited, it is the desire of the Department of Corrections that community partnerships be developed for utilization in existing community services.
- 1.3.3 While in the correctional institution, offenders are intensely prepared for release in areas such as employment opportunities, life skills, substance abuse treatment, and by establishing links to housing opportunities and community support networks. A Case Management Plan (CMP) is developed for each offender to set goals, objectives and action plans to prepare the offender for release. The CMP is created by the case management team consisting of any community partner, family, state agency staff that has involvement in the offenders' success, and the offender and is regularly reviewed during the offender's incarceration. At the time of release from the institution, the Probation and Parole officer has access through the Department Offender Management System to continue to build upon the offender's CMP. As a result of the review of the CMP and the identification of any other risk or need factors by the Probation and Parole officer, an offender may be determined to have needs for services such as those that will be provided under the contract awarded as a result of this RFP.

- 1.3.4 A previous contract exists for the services being obtained via this RFP. The contract number is C311185001.
- a. Viewing the contract - A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z11185 or the contract number shown above when searching for these documents.
 - b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.
- 1.3.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide and administer services in accordance with the provisions and requirements stated herein to support offender reentry for the Missouri Department of Corrections (hereinafter referred to as the “state agency”) to assist probationers and parolees in the targeted population (hereinafter referred to as “offenders”) with successful reintegration into the community upon release to community supervision.
- 2.1.2 The contractor shall provide and administer services in the portion of Kansas City that is located in Jackson and Clay County, MO (hereinafter referred to as Kansas City), on an as needed, if needed basis, at the direction of and to the sole satisfaction of the state agency. The state agency shall be the final judge of the quality of the contractor’s performance pursuant to the contract.

2.2 Implementation Period Requirements:

The contractor shall complete the following implementation requirements and begin receiving referrals and providing and administering services for referred offenders pursuant to the contract by no later than thirty (30) calendar days after state agency authorization to proceed with services:

- 2.2.1 In collaboration with the state agency, the contractor shall develop and continually update, as needed, a written policy and procedure manual for the administration of the reentry services. The policies and procedures shall be consistent with the state agency’s policies and procedures and the provisions and requirements stated herein and must be approved by the state agency prior to issuance.
- a. The contractor’s policies and procedures must include instructions for the offenders, the supervising Probation and Parole officer, contractor’s personnel, subcontractors and community resource providers relating to the provision of services.
 - b. The contractor’s policies and procedures must address the fact that any disputes arising from conflicts with state agency policy or other service provision shall be resolved through collaboration by the contractor and the state agency.
 - c. The contractor’s policies and procedures must include a goal and plan to meet the objective of a diversified staff.
 - d. The contractor’s policy and procedures must clearly state that any services/activities that did not receive prior authorization from the state agency shall not be paid nor reimbursed.
- 2.2.2 The contractor shall develop and implement a network of service providers to provide needed services to assist offenders and family members/significant others in successful reentry. The contractor shall utilize the existing community partners as part of the network and must utilize those service providers/community partners/programs available without cost to the extent possible. Because there may be services/activities required that would not be adequately addressed through the existing community partners, the contractor must also include additional service providers in the contractor’s network.
- a. The state agency estimates, but in no way guarantees, that services/activities needed for successful reentry may include but are not necessarily limited to the following services/activities:

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

- 1) The contractor shall establish a written agreement with each service provider who has agreed to be included in the contractor’s network. The written agreement must outline the services to be provided, the payment (if any) for such services, and any performance incentives.
 - 2) The contractor shall continue to develop subcontract and community resources for services throughout the effective period of the contract.
 - 3) The contractor must keep all written agreements on file and make copies of such agreements available to the state agency upon request.
- b. The contractor shall establish a partnership with the Kansas City Police Department (KCPD) and identify the role of the KCPD in the reentry program. The KCPD partnership must enhance the relationship between the contractor, the state agency, and local law enforcement for a better understanding in meeting the needs of the offender in the community.

2.2.3 The contractor shall cooperate with the state agency regarding training efforts of the contractor’s personnel as mutually agreed upon by the contractor and the state agency. The contractor understands and agrees that expenses incurred on behalf of the contractor’s employed or contracted personnel, including but not necessarily limited to meals, mileage, lodging and displacement, shall be the contractor’s responsibility for payment. The contractor shall not be obligated nor be allowed to pay any expenses incurred by the state agency in such instances.

2.3 Reentry Requirements:

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

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

- 1) Identification of moderate to high risk for revocation will be determined by the probation and parole officer taking in to consideration the approved assessment tool, interviews with the offender and the offender's significant others, social history, employment history, medical/mental health history, etc.
 - 2) In order to participate, male and female offenders must meet the following minimum criteria:
 - Have a poor work history;
 - Have an established residence or family residing in the Kansas City area; and
 - Have a lack of vocational and educational skills.
 - 3) Targeted offenders may include offenders who have been determined by the state agency to have medical or physical barriers.
- b. The state agency shall provide the contractor with a referral notice that will identify the offender's assets and liabilities with specific areas to be addressed by the contractor.
 - c. The contractor shall understand and agree that the state agency retains the sole right to refer and/or terminate any offender it deems necessary.
- 2.3.2 Within five (5) working days of receipt of a referral from the state agency, the contractor must make all arrangements for, hold, and participate in a case management team meeting with the offender and the case management team members at a mutually agreed to location. (The case management team is described in the background information of this document.) The following activities will be completed during the case management team meeting:
- a. Identification of barriers to a successful transition that are applicable to the offender;
 - b. The update, completion, and approval of the Case Management Plan (CMP) and finalization of such plan by the state agency in the state agency's offender management system; and
 - c. The signature and date of the contractor, the offender, and the state agency on the approved CMP.
- 2.3.3 Prior to provision of any services for the offender, the contractor must ensure that a state agency approved Release of Information form is signed by the offender. This form will provide for release of confidential information concerning the offender to the state agency, the contractor, and any service provider. If this form has not been signed, the contractor must notify the state agency so the state agency will obtain the required signature on the Release of Information form.
- 2.3.4 The contractor shall begin administering services/activities as authorized by the state agency in the CMP by directly providing those services required of the contractor and by arranging for and administering the provision of the services/activities from service providers that are otherwise required and authorized in the CMP.
- 2.3.5 The contractor shall work with and communicate with the offender on an ongoing basis to make every effort to ensure the offender's success with reentry into the community. At a minimum, the contractor must have contact with the offender every other week.
- a. Through ongoing interaction, the contractor shall:
 - 1) Assist offenders in reducing identified criminogenic needs,
 - 2) Assist offenders in eliminating barriers to compliance,
 - 3) Engage and arrange for the offender to in participate services/activities, and
 - 4) Determine whether the offender is complying with the required services/activities.
 - b. By no later than 48 hours after the contractor identifies problems with the offender's compliance with the services/activities included in the CMP, the contractor shall notify the offender's case

management team and shall schedule and hold a case management team meeting with the offender as soon as possible. At the meeting, the offender and the case management team shall determine the reason(s) for the offender's problems or failure to comply with the agreed upon plan and determine action(s) necessary to reengage the offender in the required services/activities.

2.3.6 Modifications to the CMP – Through the contractor's ongoing interaction with the offender and the state agency, the contractor shall continuously analyze the progress of the offender and the services/activities being performed and shall determine if additional services/activities that were not identified in the CMP are necessary, or if changes to the CMP need to be made to ensure the offender's success with reentry. If the contractor and the state agency determine that modifications are necessary, the following shall occur:

- a. The contractor must revise the CMP as agreed between the contractor and the state agency. The contractor shall include the same information as required in the original plan and shall obtain approval of the state agency of the plan.
- b. As soon as possible after approval of all revisions to the CMP, the contractor shall schedule a case management team meeting with the offender and shall obtain the signature and date of the contractor, the offender, and the state agency on the revised CMP.

2.3.7 The contractor shall coordinate services/activities with the state agency.

- a. The contractor must be available to communicate with the state agency as determined necessary by the state agency.
- b. As required by the state agency, the contractor shall provide the state agency with information concerning the offender's attendance at required services/activities.
- c. The contractor shall understand that the offenders may be required to participate in various treatment programs in addition to services/activities administered by the contractor to comply with the terms and conditions of their community supervision. Therefore, the contractor must make the contractor's services available to the offender, at varying times, to accommodate the needs of the offender.

2.3.8 The contractor should transition offenders out of the CMP within 180 calendar days. The contractor shall understand and agree that the contractor must receive advance written approval from the state agency to provide services beyond 180 calendar days after the offender's initial job placement or determination of unemployability.

2.4 Specific Service/Activity Requirements – If any of the following services/activities are included in the offender's CMP, the contractor shall provide/comply with the following for each such service/activity:

2.4.1 Employment Activities - The contractor shall either provide or arrange for employment activities for the offender as outlined in the CMP. The contractor shall ensure that every possible strategy is utilized to prepare an offender for employment and to assist the offender in maintaining employment. Unless otherwise approved by the state agency on a case by case basis for specific offenders, the contractor should make sure that through the employment activities provided for offenders, all available steps are taken to ensure that one hundred percent (100%) of all referred offenders are gainfully employed.

- a. *Job Readiness/Job Search Activities:* The contractor shall prepare the offender for employment and shall maximize the employability of the offender by ensuring that the offender is familiar with workplace expectations and behaviors, and holds the attitudes necessary for success in the workplace. The contractor shall assist the offender in making knowledgeable career decisions relative to their interests, desires, and abilities outlined at the time of assessment.

- 1) Job readiness activities shall include education/instruction on work ethics, how to complete job applications, creating resumes, interviewing skills, workplace etiquette, job retention skills, financial management, and/or basic life skills.

- 2) Job search activities shall include job counseling on a regularly scheduled basis, effective job acquisition techniques, and monitoring of offender success in attaining and retaining employment.
- b. *Job Development and Placement:* The contractor shall work with employers in the community in order to match the skills of offenders to the needs of the employer.
- 1) The contractor must provide job development and placement services that will provide offenders with full-time permanent employment. For purposes of this document, unless otherwise approved by the state agency “*full-time permanent employment*” shall be defined as employment of at least thirty-five (35) hours per week, in a job that is expected to continue on an ongoing basis without interruption.
 - 2) The state agency must approve all employers prior to placement of any offender in their employ.
 - 3) The contractor shall closely monitor the assignment of an offender to a job by a temporary employment agency in order to ensure compliance with the offender’s employment goals as identified in the CMP and the provisions of the contract.
- c. *Job Retention:* The contractor shall include intensive employment services including working with both the offender and the employer to promote job retention.
- 1) The contractor shall provide job retention services that include strong emphasis for continuous full-time employment of the offender for at least a six month period of time (180 calendar days) following initial job placement.
 - 2) At a minimum, the contractor shall conduct weekly visits, telephone calls, written surveys, or other form of correspondence with the offender’s employer and the offender during the first thirty (30) calendar days of employment in order to assist in resolving any issues that could result in termination. After the first thirty (30) calendar days, the contractor shall communicate with the employer and the offender at least monthly to discuss job retention issues that may arise. The contractor shall maintain a record of each follow-up contact and all correspondence for each offender.
 - 3) The contractor shall verify employment such as obtaining copies of paycheck stubs, quarterly tax reports, employee earnings statements, etc. from the employer.

2.4.2 Housing Assistance Requirements - The contractor shall provide the offender with housing assistance services as outlined in the CMP and in accordance with the following. The contractor shall ensure that every possible strategy is utilized on behalf of the offender to locate suitable housing.

- a. All housing must comply with local standards, health and housing codes and be approved by the state agency for use prior to placement of any offenders.
- b. The housing assistance services must make every attempt to match offenders to appropriate housing through interaction with landlords and realtors in the community.

2.4.3 Mentoring Requirements - The contractor shall make available mentoring services on an as needed if needed basis as outlined in the CMP.

- a. The mentor must not perform a supervisory role, but rather shall be a partner to the offender in the process of reentry.
 - 1) The relationship between the mentor and offender shall be professional in nature, encourage growth, help with career development and assist with productive lifestyle.
 - 2) The mentor shall offer support and guidance, share wisdom and serve as a coach and role model for the offender.
 - 3) The mentor shall work with the offender to develop and achieve goals.

4) The mentor shall assist the offender with locating appropriate resources that will help to fulfill the designated needs of the offender.

b. The mentor shall maintain contact with and remain on call to assist the offender as needed. Such contact with the offender may include, but not necessarily be limited to phone calls, visits, and/or help with programming.

2.4.4 Accessibility Services - The contractor shall provide services that are accessible to all offenders and those with special needs, including but not limited to: sight impairment, hearing and speech impairment, language barriers, physical barriers and other limitations. The state agency shall determine whether an offender requires Interpretive/Translation services due to an offender's physical impairment or language barrier. The state agency will obtain such services and assume the associated financial responsibility, if any.

2.4.5 The contractor shall provide services that are accessible to persons of all faiths and to persons who are atheist, agnostic, or undecided.

2.5 Contractor Reporting and Record Keeping Requirements:

2.5.1 Offender Records – At the time an offender is referred to the contractor by the state agency, the contractor shall establish and maintain both a hard copy paper file and an electronic file record as described below for each offender.

a. The contractor's hard copy paper file shall, at a minimum contain: (1) the state agency's referral notice for the offender, (2) the signed CMP; (3) the release of information form; (4) documentation of each contact between the contractor and the offender; and (5) any paper document received in regard to the offender, including the written verification of full-time employment from the employer.

b. All of the documentation included in the paragraphs below regarding reporting to the state agency shall be maintained in the electronic file record to enable reporting to the state agency via electronic means, such as email. The contractor shall use Microsoft office products for the electronic file record and must ensure that the records are compatible with and can be emailed to the state agency, upon request.

2.5.2 Contractor Contact Documentation - After each contact with the offender, the contractor shall update both the hard copy file and the electronic file records with information documenting the offender's participation in required services/activities, and the number of hours participating in each.

2.5.3 Monthly Project Report - The contractor shall submit a project report to the state agency by the 10th of each month detailing the previous month's data. The contractor's monthly project report must identify each offender in alphabetical order and provide, at a minimum, the following information about each offender and the offender's progress with reentry. The contractor must use an electronic format that is compatible with the state agency's computer system (Microsoft Products). The state agency shall have the right to require changes, additions, deletions to the contractor's information, in order to ensure documentation of all information required by the state agency is included.

a. Name of offender and registration number assigned to the offender by the state agency (the contractor will be provided this number at the time the offender is referred to the contractor for services);

b. Date of the offender was referred to the contractor;

c. Date the offender signed the CMP;

d. Date the offender was released to the community;

e. Date of termination or discharge from the contractor's reentry service program (if applicable);

f. Indication as to whether the offender is engaged in full-time employment;

g. Date the offender obtained in full-time permanent or part-time employment;

- h. Number of days of unemployment calculated from the date the offender was referred to the contractor to the date the offender obtained full-time permanent employment;
- i. Length of time the offender has been in full-time permanent employment;
- j. Monthly earnings report, indicating the amount of money that the offender earns;
- k. Date the offender obtained suitable housing;
- l. Date the offender is engaged in mentoring services;
- m. Required and actual number of hours the offender was engaged in contracted services/activities for the invoice month; and
- n. Summary for reentry services/activities identified in the offender's CMP.

2.5.4 Monthly Detailed Billing Report – By the 10th day of the month following service, the contractor shall submit a detailed billing report to the state agency along with the monthly invoice that identifies all offenders, in alphabetical order and includes a minimum of the following information about each offender:

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

2.5.5 The contractor shall notify the state agency probation and parole officer within forty-eight hours (48) in the event of any of the following:

- a. Broken appointments;
- b. Change in the CMP;
- c. Need for additional services/activities;
- d. Change in the offender's family and/or living situation;
- e. Incidents involving the offender where threats, assaults, purported crimes, or violations of parole have occurred; and
- f. Confirmed or suspected drug/alcohol use/abuse.

2.5.6 Verification of Employment:

- a. By no later than five (5) working days after an offender becomes employed, the contractor shall obtain the following information from the employer and shall submit the information to the state agency:
 - 1) The name, address, and phone number of the employer;
 - 2) Offender's start date with the employer;
 - 3) Current status of employment (Full-time, 35 or more hours per week; Part-time, less than 35 hours per week);
 - 4) Current rate of pay;
 - 5) Current number of hours employed per week;
 - 6) Any benefits provided to the offender by the employer; and
 - 7) Required withholdings for state and federal taxes and FICA.
- b. As soon as possible after providing the above information, but no later than thirty (30) calendar days, the contractor must obtain verification of full-time employment from the employer and must submit the verification to the state agency. The written verification from the employer should consist of a paycheck stub with unique identification information (e.g. employee name, social security number, employer identification number, etc.)

2.6 Contractor and Service Provider Personnel Requirements:

- 2.6.1 The contractor must provide adequate personnel to receive and process offender referrals on a daily basis and to be available for administering services/activities for newly referred and existing offenders at any time deemed necessary, any day of the week.
- 2.6.2 The contractor and each of the contractor's personnel assigned to the contract must be approved by the state agency in order to provide services.
- a. At a minimum, the contractor's personnel assigned to provide services under the contract must:
 - 1) Be at least 21 years of age. The contractor must maintain a copy of the personnel's birth certificate or driver's license in the personnel file.
 - 2) Be certified in CPR and First Aid within the first thirty (30) calendar days of employment and must maintain the certification while providing services unless otherwise approved by the state agency.
 - b. The contractor shall agree and understand that any personnel who will be assigned to interact with an offender must submit to and pass a background investigation conducted by the state agency in order to be eligible to provide or administer services pursuant to the contract. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
 - 1) Within five (5) calendar days after notification of award and any time there after when requesting to hire new staff, the contractor shall provide the state agency with the following:
 - A completed Authorization for Release of Information Form individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.
 - A Confidentiality Oath Form individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.
 - 2) During the birth month of each of the contractor's personnel providing services, the contractor shall request the state agency conduct an annual criminal record and background check.
 - c. The contractor shall understand and agree that neither the contractor, nor any personnel who will be assigned to interact with an offender, shall have prior or be under active federal or state felony or misdemeanor supervision or unless prior written approval is obtained from the state agency.
- 2.6.3 The contractor must provide all necessary training and education for the contractor's personnel in order for the personnel to effectively perform the requirements of the contract.
- 2.6.4 The contractor shall comply with applicable state licensure regulations and requirements regarding performance of services pursuant to all applicable Revised Missouri Statutes that address the provisions of professional services in the State of Missouri. Any and all licensure held by the contractor's personnel must be current.
- 2.6.5 The contractor shall establish a goal for the employment of a diversified staff, which reflects the ethnicity, and cultural diversity of the offenders.
- 2.6.6 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better

than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 2.6.7 In the event the state agency is dissatisfied with any of the contractor's personnel, the contractor must resolve the problem to the state agency's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the state agency, the contractor shall replace the person with appropriate part-time or overtime personnel until a full-time replacement meeting the state agency's approval is obtained.
- 2.6.8 The contractor shall not bind any of the contractor's personnel to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the contractor's personnel in or from accepting employment with other providers similarly situated.
- 2.6.9 The contractor shall understand and agree that no state agency employee shall be compensated by the contractor for services provided related to performance of the contract while concurrently employed by the state agency.
- 2.6.10 The contractor shall supervise the contractor's personnel. The unique nature of working with offenders, including safety and security issues, requires the state agency to carefully monitor the contractor's personnel. Any concerns a state agency staff person has regarding the contractor's personnel, job performance, or the conditions of employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the contractor.
- 2.6.11 The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor must ensure that the contractor's personnel work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination or any other matters. The contractor shall provide written communications to the state agency regarding any action requested of the state agency based on complaint from the contractor's personnel.
- 2.6.12 Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become

a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing 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
 - 3) 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.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.7 Prison Rape Elimination Act (PREA) Requirements:

- 2.7.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's correctional institution must be at least 21 years of age.
- 2.7.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.7.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 2.7.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct. In addition, the contractor shall comply with the state agency employee conduct policy, D2-11.10 Staff Conduct, included herein as Attachment 1.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

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

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

2.8 Meeting and Other Requirements:

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

- a. At the request of the state agency, the contractor shall attend periodic state agency meetings to discuss compliance or pertinent information relating to the contract. These meetings may be held regionally or in Jefferson City, depending on the nature of the agenda. Expenses incurred by the contractor to attend such meetings shall be the responsibility of the contractor. At the discretion of the state agency, these meetings may be held via a telephone conference call.

- b. The state agency will meet on at least a quarterly basis with the contractor in the Kansas City / Jackson County / Clay County area to discuss pertinent program/state agency issues.

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

2.8.3 The state agency shall have the right, at any time, to review and approve all written communications and materials developed and used by the contractor to communicate with offenders. The contractor shall not use the name, logo or other identifying marks of the State of Missouri or the state agency on any materials produced or issued, without the prior written approval of the state agency. The contractor shall coordinate and submit all materials to the state agency for approval.

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

2.8.5 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri state auditor during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period.

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

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

2.9 Invoicing and Payment Requirements:

2.9.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.9.2 Invoicing - The contractor must submit itemized invoices by no later than the tenth (10th) business day after the end of each monthly billing period on the contractor's original descriptive business invoice form as specified below.

- a. Invoices shall be submitted to the state agency at the address specified by the state agency.
- b. With each invoice, the contractor must include the Monthly Detailed Billing Report required previously.

2.9.3 Payment – Payment shall be made in arrears. After receipt and approval of the required reports and invoice, the contractor shall be paid for each day at the firm fixed price per day per offender as stated on the pricing page. However, the contractor shall agree and understand that the state agency anticipates that total funding available for the reentry services described herein for the original contract period shall not exceed \$172,660.00; this amount could increase or decrease. Therefore, in no event shall the contractor be paid more than the total amount of funding available.

2.9.4 In the event the contractor receives supplemental funding from either public or private sources for the sole purpose of offsetting costs directly related to the services specified herein, the contractor shall agree and understand that the state agency's obligation shall be reduced in the amount of such supplemental funding.

2.9.5 The contractor's firm, fixed price shall not be solely indirect costs and must include service provision per the requirements of the contract.

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

- 2.9.7 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.9.8 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.9.9 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.9.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

2.10 Other Contractual Requirements:

- 2.10.1 Contract - 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.
- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof.
- 2.10.3 Renewal Periods - In the event the Division of Purchasing and Materials Management exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, except as stated herein in regard to pricing: All prices *shall remain the same except as stated below*:
- a. If additional funds are available for the renewal period, the Division of Purchasing and Materials Management shall provide the contractor with an opportunity to request an amount up to a specified maximum price through a contract amendment, subject to the maximum price stated on the Pricing Page, if any.

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

2.10.4 Termination - 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.

2.10.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 3) The contractor shall not accept any new offenders in behalf of the state agency nor be paid for service to any new offenders by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for an offender are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.
 - 4) If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and

specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- The contractor must obtain specific written approval from the state agency prior to providing continuing services to any offender after the termination or cancellation of the contract. The written approval must identify the specific offender and contain a date for the termination of service for the offender.
- The decision to allow an offender to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

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

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. 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) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

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

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

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

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

- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- a. The contractor shall prepare and submit to the Division of Purchasing 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.
- b. 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.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing 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.

- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing 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/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.10.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.10.12 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
 - c. The contractor shall maintain strict confidentiality of all offender information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the offender unless such disclosure is required by law.
 - 1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
 - 2) If the contractor qualifies as a covered entity under the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164), the contractor comply with all applicable provisions of those standards.
- 2.10.13 Publicity - The contractor shall not issue press releases, participate in interviews with media, engage in any form of public release of information, or release any publication regarding the state agency or the contractor's duties pursuant to the contract without the prior, written approval of the state agency. If a publicity release is approved by the state agency, the release must reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”. In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.3 Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
- a. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & 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.
 - b. 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 proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. The proposal should be page numbered.
 - b. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The 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:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing 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.
- 3.2.3 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.
- 3.2.4 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.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Cost	90 points
Offeror’s Experience and Reliability and Expertise of Personnel	60 points
Method of Performance	40 points
MBE/WBE Participation	10 points
TOTAL	200 points

- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.4 Evaluation of Cost:

- 3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost –The cost evaluation shall be based on a total cost of the prices stated on the Pricing Page for the original and each potential renewal period.

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

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

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

3.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
- 1) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
 - 2) The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
- 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar 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 whether the person is proposed for the same services for the State of Missouri.
- b. Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

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

3.6.2 Implementation or Readiness Plan - The offeror should complete Exhibit F, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. The offeror should present the information as calendar days following the effective date of the contract and not actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the offeror is already providing the services, the offeror should provide a statement of readiness.

3.6.3 Budget/Price Analysis - The offeror should provide a budget or price analysis for the price quoted on the Pricing Page. The price may include indirect costs, but may not solely fund indirect costs and must include service provision per the requirements of the RFP. Exhibit G is attached for the purpose of reflecting the offeror's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.

- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
- b. Other Components/Overhead - The offeror shall not include any costs for other components/overhead.
- c. Services Budget Category -The offeror should supply a separate, detailed justification for each item listed in the services budget category to demonstrate how expenditures in this category contributes to the delivery of the program.

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

3.7.1 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.)

3.7.2 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.

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

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

3.7.4 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 H, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the 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 I, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit I, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

3.7.6 Definition -- Qualified MBE/WBE:

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

3.7.7 Resources - A listing of several resources that are available to assist 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 (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oeo.mo.gov>

3.8 Miscellaneous Submittal Information:

3.8.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to 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 an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the 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 H, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the 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 I, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a 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 I, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.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 H, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Service-Disabled Veteran Business Enterprises (SDVEs) – 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 H, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the 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 I, 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 I, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.
<http://content.ia.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on Exhibit H, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

- 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the 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 J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit J must be submitted prior to an award of a contract.

3.8.4 The offeror should complete and submit Exhibit K, Miscellaneous Information.

3.8.5 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 not necessarily be limited to:

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

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

4. PRICING PAGE

- 4.1 Reentry Services** - The offeror shall indicated a firm fixed price per day per offender for the original contract period and a maximum price per day per offender for each renewal option for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s). (*Commodity Code: 92438*)

Administration of Offender Reentry Services		
Contract Period	Price	Unit
Original Contract Period	\$ Firm Fixed Price	Per Day, Per Offender
First Renewal Option	\$ Maximum Price	Per Day, Per Offender
Second Renewal Option	\$ Maximum Price	Per Day, Per Offender

In the event the State of Missouri exercises its option to renew the contract for additional contract periods, all prices for the renewal periods shall remain the same as for the original contract period unless additional funds are available or funds are reduced. (Refer to Renewal Periods described herein.)

EXHIBIT A**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:
--

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- c. Provide a list of and a short summary of information regarding the offeror's current work with offenders/parolees, etc.
- d. Provide a list of and a short summary of information regarding the offeror's experience/involvement with community service providers. Describe relationships with community service providers.
- e. Provide a list of and a short summary of information regarding the offeror's relationship with the Kansas City Police Department.
- f. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror’s total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror’s specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	
Attach sample of results/work, if applicable	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Working with offenders/parolees	
✓ In employment placement (assessment, job readiness training, individual counseling, intake, job development, job retention and placement)	
✓ With case management services	
✓ With Delivery of Wrap Around Services	
✓ With multiple community based services	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. The offeror's approach to conducting Reentry Activities.
2. The offeror's method for Job Placement
3. Method of recruitment for offeror's employees.
4. The offeror's plans for coordination with the state agency on all employment placement program issues, from staffing and personnel issues to quality of care issues.
5. How the offeror will serve those offenders with special needs and deficits in the following areas: reading (including literacy), written, spoken or receptive language, learning disabilities, hearing, vision, and/or physical disabilities of any type.
6. The offeror should attach and submit letters of cooperation or participation agreements from identified providers. Letters from the state agency's Probation and Parole office are not needed.
 - The offeror should describe the proposed role of the Kansas City Police Department (KCPD) in the offeror's proposed program.
7. The offeror should include the number of offenders the offeror plans to provide services to annually.
8. Personnel Resources and Organizational Plan:
 - ❑ Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.
 - ❑ Along with a detailed organizational chart, the offeror should describe the following:
 - ✓ How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - ✓ Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
9. 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:

EXHIBIT E, continued

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT G
BUDGET/PRICE ANALYSIS

The offeror should complete the following table in sufficient detail for information regarding the services proposed on an annual basis (assuming no more than a \$172,660 annual budget).

SECTION I – Administrative Services			
Budget Categories	FTE	Annual Salary	Total
Professional Personnel (list name or title)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Support Personnel			\$
Budget Categories	Quantity	Unit Price	Total
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Materials and Supplies			\$
Total SECTION I (Annual):			\$

EXHIBIT G, continued

SECTION II –Services - Breakdown for array of services			
Budget Categories	Estimated Quantity	Unit Price	Total
Services			
1. Housing/Utilities		\$	\$
2. Employment Services/Activities		\$	\$
3. Transportation		\$	\$
4. Food Assistance		\$	\$
5. Clothing		\$	\$
6. Family Services		\$	\$
7. Personal Identification		\$	\$
9. Financial Assistance		\$	\$
9. Health Services		\$	\$
10. Mentoring Services		\$	\$
11. Other Services (list)		\$	\$
12.		\$	\$
13.		\$	\$
14.		\$	\$
15.		\$	\$
16.		\$	\$
17.		\$	\$
18.		\$	\$
19.		\$	\$
Total Services			\$
Other (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other			\$
Total SECTION II (Annual):			\$

Total Annual Amount (Section I + Section II) (not to exceed \$172,660)	\$
---	----

Assumptions used in above analysis:	
✓ Annual number of offenders	
✓ Number of days of services in program receiving services	

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

EXHIBIT H

PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the 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.

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

EXHIBIT H, continued

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the 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 product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

EXHIBIT H, continued

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

EXHIBIT I

DOCUMENTATION OF INTENT TO PARTICIPATE

If the 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 Expiration Date: _____ (or attach copy of certification)

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

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

EXHIBIT I, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing and Materials Management (DPMM), the offeror **must** provide the following SDV documents:

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

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

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

No, I have not previously submitted the SDV documents specified above to the DPMM and therefore have enclosed the SDV documents.

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

EXHIBIT J

**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 . |
| 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 Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT J, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the 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; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

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

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT K

MISCELLANEOUS INFORMATION

Outside United States:

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

Are any of the offeror’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No ____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes ____	No ____
If YES, mark the appropriate exemption below, and provide the requested details: <ol style="list-style-type: none"> 1. ____ Unique good or service. <ul style="list-style-type: none"> • EXPLAIN: _____ 2. ____ Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> • Identify foreign country: _____ 3. ____ Economic cost factor exists <ul style="list-style-type: none"> • EXPLAIN: _____ 4. ____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% • Specify what contract work would be performed outside the United States: _____ 		

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:	_____%

EXHIBIT K, continued

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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

The attachment is a separate link that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>.

**MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL**

D2-11.10 Staff Member Conduct

Effective Date: October 5, 2013

Signature on File

George A. Lombardi, Department Director

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, 1CSR 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

- 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,

-
- 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;

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).

4. A staff member must provide written notification to the CAO the next day he¹ 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

¹ 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.

(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 warding 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.

-
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:

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

FROM

INQUIRY CONCERNS (INCLUDES FACTS, TIME, NAMES AND DATES RELATING TO THE INCIDENT IN QUESTION.)

Blank lined area for writing inquiry concerns.

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 ISSUING WARNING	TIME <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE
------------------------	--	------

I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE	DATE
-----------	------

MO 931-3469 (1-89)

DISTRIBUTION: WHITE COCH-2 CAMARY - EMPLOYEE/OFFENDER