

INVITATION FOR BID

Missouri Department of Corrections
Procurement and Contracting Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, Missouri 65102

Bids Must be Received No Later Than:

2:00 p.m., February 15, 2011

For information pertaining to the IFB contact:

Lisa Meyer, CPPB, MPA

Procurement Officer II

Telephone: (573) 526 – 6611

Fax: (573) 522-8407

E-mail: Lisa.Meyer@doc.mo.gov

IFB 11708152 Amendment 001

Life Skills and Basic Parenting Skills

**FOR
Eastern Region**

Contract Period: Date of Award – One year

Date of Issue: January 28, 2011

Page 1 of 39

Services procured for

**Missouri Department of Corrections
Division of Probation and Parole**

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

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

Name: _____

Business Name as filed with the IRS: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____

State Vendor Number: _____

Federal Taxpayer ID Number: _____

Authorized Signature: _____

_____ Bid Date

_____ Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain, Chairman, Board of Probation and Parole, Missouri Department of Corrections

Date

Amendment #001 for IFB 11708152**Title: Life Skills and Basic Parenting Skills****Contract Period: Date of Award – One Year**

Listed below are questions asked by potential bidders and the corresponding answers that are provided for clarification purposes only. In the event of a conflict between the responses to the questions listed below and the IFB, the IFB shall govern.

Questions from November 2, 2010 Pre-Bid Conference:

Number	Question/Response
001	<p><u>Question:</u> What is the average class size for each life skills and basic parenting skills class?</p> <p><u>Response:</u> More recently each life skills and basic parenting skills class has been smaller (between 13 – 24) with the average class size of 18-20.</p>
002	<p><u>Question:</u> What is the current amount the DOC is paying for each life skills and basic parenting skills class?</p> <p><u>Response:</u> DOC is currently paying \$45.00 per class.</p>
003	<p><u>Question:</u> What is the format for the participant activity checklist?</p> <p><u>Response:</u> DOC plans to create a participant activity checklist which will be incorporated with the sign in sheet. The participant activity checklist must be submitted to DOC on a weekly basis.</p>
004	<p><u>Question:</u> Do life skills classes and parenting classes have to be conducted by a certified teacher or can a certified teacher supervise the person conducting the classes?</p> <p><u>Response:</u> Section 2.3 I states: "The contractor's life skills instructor(s) must minimally have a bachelor's degree in appropriate coursework or in the field of education and must have possession, or proof of eligibility to secure, an appropriate provisional, life or professional teaching certificate from the Missouri Department of Elementary and Secondary Education."</p>
005	<p><u>Question:</u> Will the payments for life skills and basic parenting skills be paid from state or federal funds?</p> <p><u>Response:</u> Payments will be made from state funds.</p>

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Procurement and Contracting Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, Missouri 65102**

Bids Must be Received No Later Than:

2:00 p.m., February 15, 2011

For information pertaining to the IFB contact:

Lisa Meyer, CPPB, MPA

Procurement Officer

Telephone: (573) 526 – 6611

Fax: (573) 522-8407

E-mail: Lisa.Meyer@doc.mo.gov

IFB 11708152

Life Skills and Basic Parenting Skills

**FOR
Eastern Region**

Contract Period: Date of Award – One year

Date of Issue: January 10, 2011

Page 1 of 37

Services procured for

**Missouri Department of Corrections
Division of Probation and Parole**

PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m., on January 25, 2011 at the St. Louis Probation and Parole Office, 220 South Jefferson St. in Conference Room 3, St. Louis, Missouri. Attendance is not required to submit a bid; however, all bidders are encouraged to attend since information related to the IFB will be discussed in detail.

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

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

Name: _____

Business Name as filed with the IRS: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____

State Vendor Number: _____

Federal Taxpayer ID Number: _____

Authorized Signature: _____

_____ Bid Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain, Chairman, Board of Probation and Parole, Missouri Department of Corrections

_____ Date

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations to provide Life Skills and Basic Parenting Skills for the Department of Corrections, Division of Probation and Parole, in accordance with the terms and conditions set forth herein.

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

- Introduction and General Information
- Contractual Requirements
- Bidder Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation
- Bid Submission Information
- Pricing Page
- Exhibits

1.1.3 It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Preferences
- Evaluation and Award

1.1.4 Any bidder desiring to appeal a decision related directly to the award of a contract must do so within ten (10) working days from the date of formal contract award, evidenced by the Notice of Award. A specific format for submission of an appeal is not required. However, concerns must be submitted in a manner that clearly sets forth the issue(s), referencing applicable sections of the IFB together with an opinion of what a recommended remedy should include.

1.2 Pre-Bid Conference and Questions related to the IFB:

1.2.1 A pre-bid conference regarding this Invitation for Bid will be held on January 25, 2011 at 10:00 a.m. at the Missouri Department of Corrections, Probation and Parole Office, 220 South Jefferson St. in Conference Room 3, St. Louis, Missouri.

- a. Bidders are strongly encouraged to advise the Purchasing section within five (5) working days of the scheduled pre-bid conference of any special accommodations needed that would allow the bidder to participate in the pre-bid conference so that these arrangements may be made.
- b. Bidders are encouraged to submit questions regarding specifications, requirements, etc. prior to the pre-bid conference. Questions must be directed to the Purchasing Section via facsimile 573-522-8407 or via e-mail to Lisa.Meyer@doc.mo.gov.

1.3 Questions relating to the IFB must be directed to the Procurement and Contracting Section via facsimile 573-526-6611 or via e-mail to Lisa.Meyer@doc.mo.gov

- a. Any questions must be submitted in writing to the Procurement and Contracting Section and should be received at least 10 days prior to the official bid closing date. Bidders are advised that any questions received less than ten calendar days prior to the IFB closing date may not be answered.
- b. Bidders are advised that when communicating with the Procurement and Contracting

Section, it is the responsibility of the bidder to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile number and electronic mailing address. The Department shall not be responsible for any non-deliverable response to an individual inquiry, and is under no obligation to solicit the bidder regarding such information once submitted unless otherwise advised.

1.3.2 Bidders and their agents may not contact or discuss the IFB with any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

1.4 Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Requirements:

1.4.1 The Missouri Department of Corrections strongly encourages MBE and WBE participation in the performance of the contract. Refer to Part Three and all subparagraphs for specific participation opportunities.

1.4.2 If MBE/WBE subcontracting requirements are included in the IFB response, bidder may contact the State of Missouri's Office of Equal Opportunity regarding MBE/WBE certification or subcontracting.

1.5 Background Information:

1.5.1 The Office of Administration has issued a delegation of authority to the Department of Corrections which permits the Department to administer the development, issuance, evaluation and award of contracts for under \$25,000.00.

1.5.2 The Department of Corrections, Division of Probation and Parole is charged with supervision of offenders released from the institution and assisting them in successful reentry into the community. Many of these offenders lack sufficient life skills for successful community involvement. The Department seeks to secure services for these offenders as designated and referred by Department representatives. Currently weekly sessions are on Thursdays.

1.5.3 The BASES Program was created to assist offenders in Breaking through to Achieve Success Early in Supervision. BASES includes Pathways to Change, Substance Abuse Education, Employment Classes, Life Skills, and Problem Solving as the Core classes. BASES also has an onsite computer lab with five computers to assist the clients with completing resumes, cover letters, and job searching. BASES is partnering with community resources for employment.

1.5.4 The Department of Corrections has previously contracted for these services through Y87080188 which expired on June 30, 2010. Father's Support Center, St. Louis was the provider of services for this contract. A copy of the contract and any amendments can be requested in writing from the Missouri Department of Corrections. Procurement and Contracting Section or by e-mailing Eileen.Reeves@doc.mo.gov.

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

PART TWO
SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide Life Skills and Basic Parenting Skills group sessions at the BASES Program (Breaking through to Achieve Success Early in Supervision) located at 220 S. Jefferson, St. Louis, Missouri in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, Division of Probation and Parole (hereafter referred to as the Department).
- 2.1.2 The contractor shall provide all services, as specified herein, to offenders referred by the Department for services.
- 2.1.3 The Department makes no guarantee as to the minimum or maximum number of any specific service unit that shall be required.
- 2.1.4 The contractor must begin providing all services within the startup time period specified in their bid, unless otherwise amended. In the event that the contractor is unable to begin providing services by the startup time period specified on the Price Page, the contractor may request an extension of time. The contractor must submit the extension request to the Department at least thirty (30) calendar days prior to the startup date, determined by examining the number of lapse days from the date of contract award. Approval or rejection of the request shall be at the sole discretion of the Department.
- 2.1.5 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 2.1.6 The Department 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. In addition, the contractor shall coordinate and submit for approval all materials and curriculum development information to the designated Department representative.
- a. The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the Department on any materials produced or issued, without the prior written approval of the Department.
- 2.1.7 Disputes arising from conflicts with Departmental policy and clinical practice, or other service provision, shall be resolved through collaboration by the Probation and Parole Administrator or designee, and the contractor.
- 2.1.8 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the designated Department staff and the Division of Probation and Parole will be the final judge of the quality of the contractor's performance under the contract.

2.2 Specific Requirements:

2.2.1 The contractor shall present material in the form of lectures, videos, and guest speakers.

2.2.2 Recommended topics to be addressed in group sessions may include, but shall not be limited to:

- Preparing and maintaining a household budget
- Benefits of a bank account compared to using check cashing facilities
- How children learn/how fathers influence their children
- Personal hygiene and appearance
- Proper discipline and guidance for children
- Dealing with stress – coping strategies
- Conflict resolution – maintaining your cool and reflecting
- Relationships – healthy interactions with children
- The value of work – why work?
- Social skills – appropriate communication and interaction

This list is intended as a guide and shall not be interpreted as mandatory topics.

2.2.3 The contractor shall provide a detailed and specific outline for the content of each of the sessions.

2.2.4 A group session shall be two (2) hours in length, one time weekly and cover one different topic indicated in 2.2.2 at each session.

2.2.5 Each two (2) hour session shall be held on a specific weekday and at a scheduled time as approved in advance by the Department.

2.2.6 Sessions shall be provided in six (6) week cycles.

2.2.7 Sessions shall allow for participants to enter the program at any point during the six (6) week cycle and to fully participate in each of the two (2) hour sessions.

2.2.8 Documentation of attendance and participation will be maintained by the Breaking through to Achieve Success Early in Supervision (B.A.S.E.S.) Probation and Parole staff.

2.2.9 A minimum of a thirty (30) question pre-test, measuring the participants before hand knowledge of materials to be taught, shall be administered to participants during their first group session. Also, a minimum of a thirty (30) question post-test, measuring the participant's knowledge and ability to apply the knowledge, shall be administered after the participants last group session.

- The contractor shall develop a participant activity checklist that shall be submitted to Probation and Parole staff for each participant on a weekly basis. The participant activity checklist shall inform Probation and Parole staff the participant's level of effort/understanding in class. At a minimum, the checklist shall identify each of the following for each participant:
 1. Class participation
 2. Grasp of material
 3. Paying attention in class
 4. Appropriate responses and answer
 5. Return from break on time

2.3 Personnel Requirements:

- a. All contractor and subcontractor employees who provide direct services must be 21 years of age and must submit to and pass a background investigation conducted by the Department or its designee in order to provide services. Such investigation shall be equivalent to investigations required of all personnel employed by the Department.

- b. No person who is currently under the supervision of the federal government, any state or county, or who has been under such supervision within the past two years, shall be assigned to or provide services pursuant to the contract. No person who is currently being supervised by any municipal correctional agency for a conviction of moral turpitude, or who has been under such supervision within the past two years, shall be assigned to or provide services pursuant to the contract. These prohibitions include the contractor, the contractor's designee, and employees of the contractor.
- c. The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Statutes of Missouri 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.
- d. The contractor shall be responsible for the "licensing/certification supervision" of members of the contractor's staff who, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the Department's prior approval.
- e. The contractor shall provide the Department with current curriculum vitae information and evidence of licensure and/or certification of any member of the contractor's staff prior to the employment of the person for on-site delivery of services. Accordingly, the Department shall have the right of approval prior to the hiring, actual employment, and placement of any staff member.
- f. The contractor shall establish a goal for the employment of a diversified staff, which reflects the ethnicity, and cultural diversity of the target population. The goal and plan to meet this objective must be included in the contractor's policy and procedure manual.
- g. The contractor shall agree and understand that the Department's award of this contract is predicated, in part, on the utilization of the specific individual(s) and/or personnel qualifications as identified and/or described in the contractor's bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualification(s) may be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than that originally proposed, and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Department agrees that an approval of a substitution will not be reasonably withheld. In such instances, an amendment may be required.
 - 1. For the purposes of this contract, minimum staffing shall be defined as including the individual positions listed in the contractor's Exhibit B, Employee Expense Charged to Contract, included with their bid at the time of submission. The contractor shall maintain minimum staffing levels throughout all periods of this contract.
 - 2. In the absence of a contractor's staff member, other qualified contractor staff may provide duties on a temporary basis as agreed to by the Department, however, said staff may not be assigned to more than one duty at a given time and said duties shall not conflict with each other.
- h. If the Department is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the Department's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the Department, the contractor shall replace the staff member with appropriate part-time or overtime staff until a full-time replacement meeting the Department's approval can be employed. In such instances, the contractor must maintain the number of FTE in the staffing plan included with the contractor's awarded bid.
- i. The contractor shall not bind any members of the contractor's staff to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the members of the contractor's staff in or from accepting employment with other providers similarly situated.
- j. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules,

regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. The contractor and the contractor's staff shall assist the Department in enforcing offender rules by reporting violations to the Department or its designee. Furthermore, the contractor shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.

- k. The contractor shall be responsible for supervising its employees. The unique nature of working within the Department, including safety and security issues, requires the Department to carefully monitor the contractor's employees when they are working at a Department facility. Any concerns a Department employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the District Administrator/designee in order that proper communications can occur with the contractor.
 1. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's staff. The contractor must provide a means, and orient the staff members to such means, of resolving complaints or problems regarding the staff members' work at a Department facility. Because of the unique nature of the work, close cooperation between the contractor's staff and Department employees shall be required. However, the contractor is responsible to see that contractor's staff 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 staff problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The contractor shall provide written communications to the Department regarding any action requested of the Department based on a complaint from a member of the contractor's staff.
 2. The contractor shall be responsible for submitting a Personnel Control Listing on Employee Expense Charged to Contract, Exhibit B, to the Probation and Parole District Administrator on a monthly basis. Exhibit B must be thoroughly completed and up to date in its entirety including name, positions, and qualifications of all persons associated with the provision of services under the contract. In that Exhibit the contractor shall identify the staff member responsible for staff supervision and what percentage of FTE is devoted to supervision.
- l. The contractor's life skills instructor(s) must minimally have a bachelor's degree in appropriate coursework or in the field of education and must have possession, or proof of eligibility to secure, an appropriate provisional, life or professional teaching certificate from the Missouri Department of Elementary and Secondary Education.
 - a. The contractor's life skills curriculum shall be approved by the Department's Division of Offender Rehabilitative Services, Education. If deemed necessary, the life skills instructor shall provide one-on-one guidance to an offender.

2.4 Interpretive/Translation Services:

- 2.4.1 The Department shall determine whether an offender requires interpretive/translation services due to an offender's physical impairment or language barrier. Such services shall be the financial responsibility of the Department.

2.5 Other Requirements:

- 2.5.1 **Meeting Requirements:**

- a. The contractor shall attend and participate in monthly meetings, at a mutually agreed to time, with B.A.S.E.S. program staff.
- b. The contractor shall meet with the Department appointed staff on an as needed basis after the contractor has fully implemented services. If acceptable to the Department, such meetings may be conducted via telephone call.
- c. At the request of the Department, the contractor's managers and associated administrative personnel shall attend periodic Department staff meetings. These meetings may be held regionally or in Jefferson City, depending on the nature of the agenda. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.

2.5.2

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

- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
- b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
 1. The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, procedure files, and any other files related to the contract.
 2. The contractor shall provide the personnel and resources necessary for data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
- c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

2.5.3

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

2.6

General Contractual Requirements:

2.6.1

Contract: The contract between the Department and the contractor shall consist of (1) the Invitation for bid (IFB), any amendments, attachments and/or exhibits thereto and (2) the bid submitted by the contractor in response to the IFB and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced

in the Invitation for Bid shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the Department, is binding on the contractor without further clarification.

- 2.6.2 **Contract Period:** The original contract period shall be as stated in the Invitation for bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Missouri Department of Corrections shall have the right, at its sole option, to renew the contract for (2) two additional one- year periods, or any portion thereof, through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period stipulated in any amendment.
- 2.6.3 **Renewal Options:** If the option for renewal is exercised by the Missouri Department of Corrections, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. The Missouri Department of Corrections does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request the renewal of the contract at a price less than the maximum price stated.
- 2.6.4 **Termination:** The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver to FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within thirty (30) days after receipt of the written request.
 - b. The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.
- 2.6.5 Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor contact at the e-mail address on the signature page of the contract or to an e-mail address the contractor may have requested in writing or deposited in the United States mail, postage prepaid and addressed to the contractor at the address on the signature page of the contract or at an address the contractor may have requested in writing.

- 2.6.6 **Contract Extension:** In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions and pricing in order to complete the procurement process and transition to the new contract.
- 2.6.7 **Deficiency Notice:** The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.
 - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).
 - c. Upon receipt of the notice of the deficiency, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the Department within the seven-day period.
 - d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.
- 2.6.8 **Notices:** Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address on the signature page of the contract; to an e-mail address the contractor may have requested in writing; when deposited in the United States mail, postage prepaid, and addressed to the contractor at the address on the signature page of the contract; or, at an address the contractor may have requested in writing.
- 2.6.9 **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.
- a. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - 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. The contractor shall agree that the Department shall not be responsible for any liability incurred by the contract, the contractor's employees or the contractor's subcontractor arising out of the ownership, selection, possession, leasing, rental, operation, control,

use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

- 2.6.10 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.6.11 **Conflict of Interest:** In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- a. In accordance with state and federal laws and regulations, state executive order and regulations and policies of the Department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- b. It is agreed that no Missouri state employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract, written approval shall be obtained from the director of the Department.
- 2.6.12 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.
- 2.6.13 **Incidental Beneficiary:** The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in the contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under the contract shall be deemed an incidental beneficiary only.
- 2.6.14 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.6.15 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout

the effective period of the contract.

- 2.6.16 **Property of State:** All reports, documentation, and materials developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. 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 Department.
- 2.6.17 **Confidentiality:** 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 Department.
- a. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department 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 Department and the patient/client unless such disclosure is required by law.
- The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
 - Any contractor that qualifies as a covered entity under the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164), shall comply with all the applicable provisions of those standards.
- 2.6.18 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The contractor shall obtain approval from the Department prior to the release of such publicity or publications.
- 2.6.19 **Force Majeure:** The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.
- 2.6.20 **Legal and Accounting Services** - The Department shall furnish all legal and accounting services as may be necessary for the Department to satisfy its contractual responsibilities. The Department shall not assume, nor shall it be liable for, legal or accounting as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the Department is not obligated to provide legal or accounting services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.6.21 **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 Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.6.22 **Intellectual Property Rights:** The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to an products delivered to the Department or the clear right to license, transfer or assign any and all products that are licensed, transferred or otherwise provided to the Department by the contractor pursuant to this contract. Upon request of the Department, the contractor shall demonstrate that all aspects of the licensed software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc. for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in the amount that the contractor deems appropriate.

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

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

- a. submitting a completed EXHIBIT H, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or
- b. submitting a completed EXHIBIT H, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;
- c. submitting a completed, original, notarized copy of EXHIBIT H, AFFIDAVIT OF WORK AUTHORIZATION and;
- d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;
- e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or
- f. providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

The bidder/contractor must submit Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization prior to an award of contract.

2.6.24 **Participation by Other Organizations:** The contractor must comply with any Organization for the Blind/Sheltered Workshop 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 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 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 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. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

2.7 Invoicing Requirements:

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

- a. If not already submitted, the contractor may download a copy of the State Vendor ACH/EFT application and completion instructions from the following Website:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted.

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

**Missouri Department of Corrections
Fiscal Management Unit
2729 Plaza Drive
Jefferson City, Missouri 65102**

The contractor's invoice should include any discount for prompt payment, as indicated on the Exhibit A, Pricing Page.

2.7.3 Upon receipt and approval of the services provided, the Department's Fiscal Management Unit will begin processing, subject to the following:

- a. The contractor shall invoice for services provided at the contracted unit price stated in the Pricing Page.
- b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the contractor of such change.
- c. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
- d. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.
- e. Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.

2.7.4 The Department reserves the right to recover any overpayments to the contractor. Overpayments shall be deducted from an invoice due to the contractor or reimbursed by the contractor as a direct payment to the Department at the sole discretion of the Department.

2.7.5 **Missouri Service-Disabled Veteran Business Preference:** Pursuant to section 34.074, RSMo, three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied.

PART THREE
BIDDER REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN
BUSINESS ENTERPRISE (WBE) PARTICIPATION

- - - - Read All Of This Part Of The IFB And Complete All Related Exhibits - - - -

3.1 Goals for Participation: In order for the Department of Corrections to meet the requirements of Executive Order 98-21, the bidder should strive to secure participation by certified MBEs and WBEs in providing the products/services required in this IFB. The Department of Corrections seeks a goal of MBE participation of at least 10% and WBE participation of at least 5% of the total dollar value of a contract exceeding \$100,000.00.

3.1.1 These requirements can be met by a qualified MBE/WBE bidder themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

3.1.2 Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the bid is submitted.

3.2 Definition -- Qualified MBE/WBE:

3.2.1 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.

3.2.2 Minority is defined in 33.750 RSMo as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.

3.2.3 In order to be considered a **qualified** MBE or WBE for purposes of this IFB, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

3.3 Bidders Qualifying as MBE/WBE:

3.3.1 MBE/WBEs submitting bids can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses, which do not qualify as MBEs or WBEs, will not be considered as MBE/WBE participation.

3.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities:

3.4.1 This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the IFB. Bidders can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all-inclusive, nor is it intended to limit the bidder to utilize the participation in the manner identified.

- | | |
|--|-------------------------------|
| ◆ Office Products Suppliers | ◆ Mental Health Care Services |
| ◆ Other Substance Abuse & Treatment Service Products | ◆ Counseling Services |
| ◆ Medical and/or Office Equipment Providers | ◆ Accounting/Payroll Services |
| ◆ Professional Recruitment Services | ◆ Staff Training |

3.5 Resources:

3.5.1 A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at http://www.oa.state.mo.us/oao/Supplier_Diversity_Program.html, or by contacting the Supplier Diversity Program at:

Office of Administration
 Supplier Diversity Program
 P.O. Box 809
 Harry S Truman Bldg., Room 840
 Jefferson City, MO 65102
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078

3.6 Participation Commitment:

3.6.1 If proposing the utilization of MBE and WBE, the bidder must complete the Participation Commitment exhibit identifying each proposed MBE and WBE, which is located in the Exhibit section of this IFB.

3.7 Documentation of MBE/WBE Participation: The bidder must insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit, which is located in the Exhibit section of this IFB.

3.7.1 Each completed Documentation of MBE/WBE Participation exhibit must be submitted by the bidder with the bid.

3.7.2 The percentage level of MBE/WBE participation committed to by the bidder in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit shall be considered by the Department in the evaluation process.

**PART FOUR
BID SUBMISSION INFORMATION**

4.1 Submission of Bids

- 4.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department by the bid receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.
 - b. In addition to the original bid, the bidder shall include five (5) copies of their bid. In addition, the bidder should provide **one (1) electronic copy** of their entire bid on diskette(s) or CD(s), including all attachments, in Microsoft-compatible format **WITH THE ORIGINAL DOCUMENT.**
- 4.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled and all material related to that category included therein.
 - b. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

4.2 Bidder Clarification:

- 4.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the front page of this IFB.
- 4.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.
- 4.2.3 The bidder is advised that the only official position of the Department is that which is stated in writing and issued as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

4.3 Applicable to State Agencies and Political Subdivisions Only

- 4.3.1 Since state agencies are appropriated money by the general assembly, since all Department records are a matter of public record, and since state agencies operate in accordance with state laws, state agencies may not be required to comply with the following: (A) renewal provisions, (B) independent contractor provisions, and (C) certain invoicing and payment requirements.

4.4 Evaluation Process

- 4.4.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the bidder's bid and to develop a comprehensive assessment of the bid.
- 4.4.2 The Department reserves the right to consider all information submitted and the bidder's references, or any other source, in the evaluation process.
- 4.4.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bidder's bid. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's bid.

4.5 Pricing

- 4.5.1 The bidder shall provide firm, fixed pricing for the initial contract period and each renewal option on Exhibit A, Pricing Page. Failure to provide pricing shall render a bid as non-responsive.
- 4.5.2 The bidder herein warrants that the price offered for services do not exceed the bidder's current fees charged to the general public for equal or similar services available within the community.
- 4.5.3 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.

4.6 Employee Expense Charged to Contract

- 4.6.1 The bidder must provide detailed information for the employees proposed to provide services for the contract. The following information must be included: the employee name, annual salary, percent of time charged to the contract and total amount to be paid from the contract on Exhibit B (Employee Expense Charged to Contract).

4.7 Bidder's Experience and Reliability

- 4.7.1 Experience and reliability of the bidder's organization is considered very important in the determination of responsiveness. Therefore, the bidder must submit Exhibit C (Prior Experience of Bidder), documenting their successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

4.8 Expertise of Bidder's Personnel

- 4.8.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB will be considered by the Department in the determination of responsiveness through a review of Exhibit D (Personnel Expertise Summary). In this instance the bidder must submit information related to the experience and qualifications of the staff proposed.

4.9 Proposed Method of Performance

- 4.9.1 Bids must clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The bidder is advised that consistency and compliance with the certification standards is an area of primary concern. Therefore, the bidder should address how the bidder will consistently comply with those standards.
- 4.9.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version, as an original idea.
- 4.9.3 If the bidder is requesting a waiver of any ADA certification requirement(s) relating to specified services of this document with the bidder shall supply a copy of said request(s) with their bid submission.
- 4.9.4 The bidder must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
- 4.9.5 The bidder must specify how it will accommodate the specific and unique needs of offenders identified with mental illness, borderline intellectual functioning, or mild retardation. In addition, the bidder should specify how it will serve offenders with deficits and special needs in the following areas: reading (including illiteracy), written, spoken, or receptive language, learning disabilities, hearing, vision, and/or physical disabilities of any type.
- 4.9.6 The bidder shall detail how it will accommodate the requirements of the contract.

4.10 Calculation of Points

4.10.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria will be made by using subjective judgment. The award of a contract resulting from this Invitation for Bid will be based on the lowest and best bid received in accordance with the evaluation criteria stated below:

a.	Experience and Reliability	10%
b.	Expertise of Personnel	15%
c.	Proposed Method of Performance	25%
d.	Cost	50%

4.10.2 The Department shall perform a comparative assessment of the pricing submitted for each bid in relationship to other equal and responsive offers received.

4.10.3 The assignment of objective cost points shall be based upon the original contract period plus the potential renewal periods, utilizing the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 50 = \text{Cost score points}$$

For evaluation purposes only the bidder's price for a 3 hour session will be multiplied by ten (10). Renewal options will be calculated in the same manner and all totals will be added together to arrive at the bidders cost.

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

4.11 Contract Award

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

4.11.2 The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs and the availability of the Department funds.

EXHIBIT A

The bidder shall provide a firm fixed price in the table below for each contract period for providing all services in accordance with the provisions and requirements of the IFB. All costs associated with providing the required services shall be included in the stated price(s).

SERVICE DESCRIPTION	Initial Contract Price	First Renewal Period (07/01/2011-06/30/2012)	Second Renewal Period (07/01/2012-06/30-2013)	Third Renewal Period (07/01/2013-06/30/2014)
Life Skills and Basic Parenting Skills	\$ _____ Per 2 hour class session	\$ _____ Per 2 hour class session	\$ _____ Per 2 hour class session	\$ _____ Per 2 hour class session

The Department uses the Statewide Advantage System (SAMII) for Vendor Discounts, therefore the bidder should state below its discount terms offered for the prompt payment of invoices:

_____ % if paid within _____ days of receipt of an approved invoice

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

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

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

_____ days after effective date of contract award.

In accordance with Executive Order 04-09, the bidder is required to provide certification of the location where the contracted services are to be performed and whether the vendor contemplates any of the work necessary to provide the contracted services being performed offshore.

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___ Yes ___ No

If answer to above is "yes," describe work and indicate location: (attach extra page if necessary)

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

_____ For Profit _____ Nonprofit

By signature below, the bidder certifies that all information provided herein is true and accurate. Also, the firm, fixed price above is hereby agreed to in accordance with the terms and conditions of IFB 87080188.

Authorized Signature _____ **Date** _____

EXHIBIT C

PRIOR EXPERIENCE OF BIDDER

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

Bidder Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding the association of me/my company with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY
(Also Attach Resumes for Management Staff)

Personnel	Background and Expertise of Management Staff
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	
6. _____ (Name) _____ (Title)	

EXHIBIT E

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	By completing this table, the bidder commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

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

Document the amount of participation the bidder has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ or % of Total Value of Contract
Sheltered Workshop: _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT G

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (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 H, continued

(Complete the following if you DO NOT have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, 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 bidder must perform/provide the following. The bidder should check each to verify completion/submission:

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

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder 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

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 H, continued

(Complete the following if you have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, 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 bidder's name and the MOU signature page completed and signed by the bidder's and the Department of Homeland Security – Verification Division
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ E-Verify MOU Company ID Number	_____ E-Mail Address
_____ Business Entity Name	_____ Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT I

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 bidder MUST disclose such fact and provide details in the space below or on an attached page.

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

Employee Bidding/Conflict of Interest

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

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

STATE OF MISSOURI**MISSOURI DEPARTMENT OF CORRECTIONS
TERMS AND CONDITIONS -- INVITATION FOR BID****1. TERMINOLOGY/DEFINITIONS**

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

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. 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 bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all 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. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- 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 procurement operations of DOC.
- 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 DOC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

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

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 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 bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.

- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC 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 DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the 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 DOC 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 DOC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The DOC 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 DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

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 DOC 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 DOC'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 DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC 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 DOC 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 DOC 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 DOC.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC 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 DOC 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 DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC 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 DOC 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.
- e. If the contractor fails to comply with Executive Order 07-13, the DOC may declare breach of contract and cancel the contract immediately.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/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 bidder/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 DOC immediately.
- b. Upon learning of any such actions, the DOC 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 DOC, 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 DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC 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 bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid 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.