

INVITATION FOR BID

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

IFB SDA411-060 AMENDMENT 002

Assessment and Long Term Modified
Therapeutic Community Substance Abuse
Treatment Services Program
For
Ozark Correctional Center

Contract Period: July 1, 2012 through June 30, 2013

Date of Issue: February 27, 2012
Page 1 of 67

Bids Must be Received No Later Than:

2:00 p.m., March 15, 2012

For information pertaining to this IFB contact:
Lisa Meyer, MBA, CPPB
Telephone: 573-526-6611
Fax: (573) 522-8407
Lisa.Meyer@doc.mo.gov

Services procured for the

Missouri Department of Corrections of Corrections
Division of Offender Rehabilitative Services

PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 a.m., on February 23, 2012 at the Missouri Department of Corrections, Central Office, 2729 Plaza Dr., Jefferson City, 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, Purchasing 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-hand corner of the container in which the bid is submitted to the Department of Corrections. 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.

Company Name: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____ Fax: _____
Federal Taxpayer ID Number: _____ State Vendor Number: _____
E-Mail Address: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

The original cover page, including amendments, should be signed and returned with the bid.

IFB SDA411-060 AMENDMENT 002

Assessment and Long Term Modified Therapeutic Community Substance Abuse Treatment Services Program for Ozark Correctional Center

IFB SDA411-060 is hereby amended as follows:

1. The following paragraphs were modified via IFB SDA411-060 Amendment 002:
 - 1.1.2
 - 2.5.5.3
 - 2.9.1 e
 - 2.9.11

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.

IFB Reference	Question/Response
1.4.6	<p>Question: Who will be providing assessments to offenders when the department transitions to an assessment based participation for Pathway to Change?</p> <p>Answer: It has not been determined who will be providing the assessments. The department will work with the contractor as changes occur. Changes could occur as early as next fiscal year, and may reduce the workload of substance abuse professionals (contracted and departmental).</p>
1.4.9	<p>Question: Until the system design occurs, should the contractor continue as is?</p> <p>Answer: Yes. It will take some to unfold the new computer system. While a transition date has not been determined, it is estimated to occur in approximately one (1) year.</p>
1.4.10	<p>Will the department clarify in item 1.4.10 that the current maximum allocation for this award is for the initial contract period, so that if additional funding is appropriated in subsequent years, the contract cap could increase?</p> <p>Answer: The maximum allocation is for the initial contract period. If additional funding were to become available the cap could be increased.</p>
2.1.5	<p>Question: In section 2.1.5 (Additional Funding/Services) it states that the contractor is to agree that if additional funding exists, the contractor will be required to provide additional services at the firm, fixed price as indicated on the pricing page. Would the department please define "additional services" so as to determine the potential financial impact of agreement to this stipulation?</p> <p>Answer: This language is included in the IFB should the department receive additional funding for this contract. If this is the case, more beds may be added to the contract.</p>
2.4	<p>Question: Will all offenders receive an assessment?</p> <p>Answer: Paragraph 2.4 and the Pricing Page indicates it is understood and agreed by the contractor that the contractor will be responsible for providing an assessment to the majority of those offenders entering the treatment program at OCC.</p>
2.4	<p>Question: What is the time frame for assessments?</p> <p>Answer: The policy has not changed. Assessments are to be completed in ten (10) calendar days.</p>
2.5.5.1, 2.5.5.2 and 2.5.5.3	<p>Question: Items 2.5.5.1, 2.5.5.2, and 2.5.5.3 refer to approximate phase time tables. The current contract indicates that Phase I will be approximately 3 weeks in length, Phase II approximately 25 weeks in length, and Phase III approximately 24 weeks in length for a total of 52 weeks. The new contract indicates that phase lengths will be 4, 28, and 22 weeks respectively for a total of 54 weeks. In that the program is 1 year (52 weeks) could you please clarify the expected number of weeks in each phase?</p> <p>Answer: This should have stated Phase I will be approximately 4 weeks, Phase II approximately 28 weeks, and Phase III approximately 20 weeks. Paragraph 2.5.5.3 has been modified.</p>

IFB Reference	Question/Response
2.14.1 b	<p>Question: Clarify the host institution orientation.</p> <p>Answer: This is non-formal training provided by OCC to all new staff. The training includes basic information about the institution that personnel need to know.</p>
2.15.1 p	<p>Question: Item 2.15.1 p of the IFB indicates that the preferred caseload is 1:22. Can the department clarify if all clinical staff can be counted in the ratio of calculations? (This would be similar to how DMH calculates clinical staff ratios for program certification purposes.)</p> <p>Answer: Clinical staff would be counted in caseload ratios only if they are providing direct services. For example, if your staffing provides that supervisors carry partial caseloads then their time would be factored into caseload ratio. If supervisors are full-time supervisors their time would not be factored in to caseload ratios.</p>
2.17.6	<p>Question: Is paragraph 2.17.6 specific to this contract?</p> <p>Answer: Yes, the paragraph refers to the contract for OCC.</p>
2.2.3	<p>Question: Are federal funds anticipated?</p> <p>Answer: At this time, no federal funds are anticipated for the contract. The paragraph was included in case federal funding is added.</p>
3.12.3	<p>Question: Despite any potential increases in renewal periods, since the department has the ability to freeze pricing to Year One levels, it seems only appropriate that the criteria for evaluating the pricing be restricted to the initial contract period (Yr. 1). Would the department consider modifying the cost point calculation portion of the proposal evaluation criteria in 3.12.3 to only the initial contract period?</p> <p>Answer: The department is unable to modify the cost point calculation to only the initial contract period due to the guidelines in the special delegation of authority received from the Office of Administration, Division of Purchasing and Materials Management requiring the total potential cost to the Department be evaluated.</p>
Attachment 4	<p>Question: Attachment #4 of the IFB defines transitional services. Currently Birth Certificates, Driver's License, Employment Skills, Great Hire's, and Impact of Crime on Victims Classes are all facilitated through DOC at Ozark Correctional Center. Will this contract institute change in that practice?</p> <p>Answer: Attachment #4 was included in the previous contract at OCC. The information within Attachment #4 would require no change in current practice with regard to Birth Certificates, Driver's License, Employment Skills, Great Hires', and Impact of Crime on Victims, but is included for informational purposes as collaborative efforts between contract and DOC staff is expected. Topics listed in Attachment #4 may be included in educational materials provided to offenders as appropriate or as outlined in specific contract content.</p> <p>Question: Who furnishes the equipment & software for "Computer Skills Training" on Attachment #4?</p> <p>Answer: The above answer applies. Computer Skills Training is not a contracted program and any costs associated with it is the responsibility of the department.</p>

INVITATION FOR BID

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

IFB SDA411-060 AMENDMENT 001

Assessment and Long Term Modified
Therapeutic Community Substance Abuse
Treatment Services Program
For
Ozark Correctional Center

Contract Period: July 1, 2012 through June 30, 2013

Date of Issue: February 14, 2012
Page 1 of 64

Bids Must be Received No Later Than:

2:00 p.m., March 15, 2012

For information pertaining to this IFB contact:
Lisa Meyer, MBA, CPPB
Telephone: 573-526-6611
Fax: (573) 522-8407
Lisa.Meyer@doc.mo.gov

Services procured for the

Missouri Department of Corrections of Corrections
Division of Offender Rehabilitative Services

PRE-BID CONFERENCE

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Company Name: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____ Fax: _____
Federal Taxpayer ID Number: _____ State Vendor Number: _____
E-Mail Address: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

The original cover page, including amendments, should be signed and returned with the bid.

IFB SDA411-060 AMENDMENT 001

**Assessment and Long Term Modified Therapeutic Community Substance Abuse Treatment Services
Program for Ozark Correctional Center**

2. The following Exhibits were modified via IFB SDA411-060 Amendment 001:
 - EXHIBIT H - PERSONNEL CONTROL LISTING

INVITATION FOR BID

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

IFB SDA411-060

Assessment and Long Term Modified
Therapeutic Community Substance Abuse
Treatment Services Program
For
Ozark Correctional Center

Contract Period: July 1, 2012 through June 30, 2013

Date of Issue: February 2, 2012
Page 1 of 62

Bids Must be Received No Later Than:

2:00 p.m., March 15, 2012

For information pertaining to this IFB contact:

Lisa Meyer, MBA, CPPB
Telephone: 573-526-6611
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Services procured for the

Missouri Department of Corrections of Corrections
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PRE-BID CONFERENCE

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Company Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Federal Taxpayer ID Number: _____ State Vendor Number: _____

E-Mail Address: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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Contract No.

Division Director

Date

Director, Dept. of Corrections

Date

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**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 Assessment and Long Term Modified Therapeutic Community Substance Abuse Treatment Services Program for the Missouri Department of Corrections, in accordance with the terms and conditions set forth herein.

Paragraph 1.1.2 modified via Amendment 002

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

- Introduction and General Information
- Contractual Requirements
- Bid Submission Information
- Pricing Page (s)
- Exhibits
- Terms and Conditions
- Attachments

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 Tour

1.2.1 A pre-bid conference regarding this Invitation for Bid will be held on February 23, 2012 at 10:00 a.m. at the Missouri Department of Corrections, Central Office, at 2729 Plaza Dr., Jefferson City, 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

1.2.2 A tour of the Ozark Correctional Center is scheduled for February 22, 2012 at 1:00 p.m., prior to the pre-bid conference.

- a. Any potential bidder interested in participating in the facility tour must provide the full name, date of birth, social security number, driver's license number, and the state that issued the driver's license of each individual planning to attend the tour to Eileen Reeves at the Missouri Department of Corrections, Purchasing Section by 5:00 p.m. CST, February 14, 2012. **Each potential bidder is limited to two (2) individuals taking the tour.** The potential bidder must submit the required information to Eileen Reeves at the address listed on page one of this IFB, or by fax to 573-522-8407, or by e-mail to Eileen.Reeves@doc.mo.gov. Those individuals

attending the tour must bring photo identification, preferably a current driver's license, to the facility. No medications, gum, tobacco products, purses, cell phones, tape recorders, cameras, pagers, or items that could be used as a weapon will be permitted into facilities.

- **Potential bidders shall not be permitted to schedule a tour at a different time or date.**

1.2.3 The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Prior to the due date for receipt of bids, those questions which necessitate a change to the IFB will be addressed via an amendment to the IFB. Written records of the questions and answers will not be maintained.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-522-8407.
- b. Questions must be submitted in writing to the Purchasing 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 (10) calendar days prior to the IFB closing date may not be answered.
- c. Bidders are advised that when communicating with the Purchasing 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 of Corrections 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.

1.2.4 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.

1.3 Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Requirements

- a. 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.
- b. The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

1.4 Background Information

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

1.4.2 An invitation for bid SDA411-053 was issued in 2008 requesting services as identified in this IFB for Ozark Correctional Center. Gateway Foundation, Inc. is the current provider of services for this contract. A copy of the contract and any amendments can be viewed and printed from the Missouri Department of Corrections website located on the Internet at: http://doc.mo.gov/contracts_ps_award.php

1.4.3 Substance abusing behaviors among offenders cause serious problems in Missouri and the United States. There are approximately 30,600 offenders in Missouri's prisons. In 2011, substance abuse related convictions accounted for 39% of new admissions. Substance abuse screening conducted by the Department of Corrections reveals that 83% of the offenders were engaged in substance abuse within

twelve (12) months prior to their incarceration. The Department of Corrections has established institutional treatment services to address the needs of the offender population and available funding.

- 1.4.4 In a Long Term Modified Therapeutic Community Substance Abuse Treatment Services Program within a correctional setting, the community, including provider and State agency staff, is the change agent.
- 1.4.5 Ozark Correctional Center (OCC) is an adult male facility with a total population of 650. The facility is a minimum security facility entirely dedicated to the Long Term Modified Therapeutic Community Substance Abuse Treatment Services Program. These services are currently provided in a Therapeutic Community model. Department of Corrections staff at Ozark Correctional Center has a strong and demonstrated commitment to both substance abuse treatment and successful offender reentry. There is an ongoing expectation for collaboration between the department and contracted staff in all sections and at every level of the institution. Successful reentry is assisted by the Ozark Correctional Center's commitment that each offender participate in "Employability Skills and Life Skills" classes and the collaborative approach towards offender continuing care placement. Eligible offenders participating in less intensive levels of treatment are involved in work release or assigned to jobs within the facility while continuing in ongoing recovery services. Therefore, the contractor should anticipate that close collaboration is both an expectation and necessity.
- 1.4.6 Pathway to Change is the Department of Corrections approved cognitive skills curriculum that addresses factors that lead to criminal behavior, anger management techniques, responsible decision-making, examination of values and attitudes, successful relationships and thinking errors. The Department of Corrections requires Long Term Substance Abuse Treatment programs to provide a minimum of twelve (12) sessions of Pathway to Change (PTC) to appropriate offenders. The contractor, in collaboration with department staff, provides these classes to offenders who are assessed to need cognitive skills programming.
- 1.4.7 In general, classification and custody staff from within the Department of Corrections (and its other contractors) will continue to perform the activities of administration, security, classification, food services, maintenance, health care and mental health, education, and recreation.
- 1.4.8 Although an attempt has been made to provide accurate and up-to-date information, the Missouri Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.
- 1.4.9 The Department of Corrections is engaged in a redesign of its computer system that includes a redesign of healthcare related documentation. In this system redesign, substance abuse treatment documentation will be relocated to the Healthcare Module and the substance abuse treatment plan format will be separated from the Transition Accountability Plan (TAP) process. The documentation language in this IFB is written in anticipation of that relocation of treatment documentation. However, until the Healthcare Module is completed and implemented, Department and contracted substance abuse treatment staff will continue to use the TAP/Treatment Plan as the designated treatment plan.
- 1.4.10 The Department shall not expend funds in excess of \$1,482,000.00 per fiscal year for the services provided at OCC.
- 1.5 **Definitions**
- 1.5.1 Individual counseling is defined as a structured, goal-oriented therapeutic process in which the offender interacts on a face-to-face basis with a qualified professional or trainee under supervision of the contractor to address problems identified on the individual treatment plan.
- 1.5.2 Group counseling shall be defined as a face-face goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor and two (2) or more offenders.
- 1.5.3 Recovery centered education is defined as didactic presentation of general information regarding substance abuse, criminality, and related topics, and the practical application of the information through group discussion and as indicated by the offenders' treatment plan.

**PART TWO
SCOPE OF WORK**

2.1 General Contractual Requirements

- 2.1.1 The contractor shall provide Assessment and Long Term Modified Therapeutic Community Substance Abuse Treatment Services Program services on an as needed, if needed basis at the Ozark Correctional Center (OCC) in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, (hereafter referenced as "the Department").
- 2.1.2 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department. The Department is the final judge of the quality of the contractor's performance under the contract, and any dispute arising from conflicts with Department policy and appropriate clinical practice for assessments and treatment shall be resolved by the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services. Therefore, it is understood and agreed that:
- a. The contractor shall establish appropriate and professional services consistent with Department objectives of maintaining a structured and well-managed state facility.
 - b. The contractor and the Department shall jointly develop and maintain a standardized operating procedure governing the provision of substance abuse assessment and treatment services, consistent with the Department's Standard Operating Procedures.
 - c. The contractor shall be responsible for coordinating all aspects of the contracted services with the OCC Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services. The contractor shall identify a contact person at the facility responsible for the oversight of the contracted services.
- 2.1.3 The contractor shall have the capability of providing all programming services as indicated herein.
- 2.1.4 The Department makes no specific guarantee as to the minimum or maximum number of offenders that will be referred and who will participate in services. However, all 650 beds at OCC are designated for the program.
- 2.1.5 The contractor shall understand and agree that if additional funding exists, the contractor shall be required to provide additional services at the firm, fixed price as indicated on the pricing page.

2.2 General Operational Requirements

- 2.2.1 The contractor shall agree and understand that the Department alone is the sole source of referral and without exception retains the right to terminate any participant it deems necessary in order to maintain program integrity and a safe and secure correctional environment.
- 2.2.2 The contractor shall provide services that are accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided. Therefore, the contractor is expected to ensure the provision of recovery support groups that offer an alternative to 12 step groups.
- 2.2.3 The contractor must begin providing all services on July 1, 2012. This start date is non-negotiable and the bidder accepts full responsibility for compliance. In the event the contractor is unable to provide services by the date specified due to no fault of the contractor, an extension may be considered. A written request for an extension, of up to thirty (30) calendar days beyond the original startup date, must be approved by the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services.
- 2.2.4 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.

2.2.5 The contractor shall assume all costs for providing services, except as otherwise specified herein:

- a. The contractor shall provide any private telephone and facsimile lines, if required. Substantial justification in addition to payment for installation and maintenance must be provided in a formal request to the Department who maintains sole discretion for approval or rejection.
- b. The Department shall assume responsibility for the upkeep, maintenance, and repair of the correctional facility, providing office space, furnishings (i.e. desks, chairs, furniture), and utilities except as listed in 2.2.5 a.
- c. The Department shall provide and make available all labor, equipment, supplies, and other materials as may be necessary for the upkeep and sanitation of the Department facility.

2.2.6 If deemed necessary, the Department shall provide the contractor with access to the Department's database and to the MOCIS system when the Healthcare Module is implemented. The Department shall provide a limited number of computers to the contractor for on-site services. The contractor, in collaboration with the OCC Warden, will determine the number of computers needed. The actual quantity of computers provided shall be subject to the Department's approval based upon availability, proposed usage, and proposed location of the computer(s). Computers and equipment that are requested in excess of those provided by the Department shall be obtained by the contractor and be subject to the Department's approval. Access to Department information systems shall only be provided on a need-to-know basis. Approval for access shall be obtained through the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and the OCC Warden and shall be limited to contractor staff who have been approved access by the Assistant Client Services Manager, Office of Administration, Information Technology Services Division (hereafter referenced as "Assistant Client Services Manager, ITSD").

- a. The Department will provide any computer requiring Department network access.
- b. The contractor understands and agrees that the contractor shall be responsible for the provision of required assessment software and any necessary hardware for the implementation of Department approved assessment(s).
- c. The contractor understands and agrees that any and all computers used in the facilities, including printers and technology related equipment provided by the contractor and to be used on the Department computer network, must meet Department and State specifications and be approved by the Assistant Client Services Manager, ITSD.
- d. The contractor agrees that if computers and internet access are requested for use by the contractor, all approvals shall be received in advance through the OCC Warden, the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and the Assistant Client Services Manager, ITSD.
- e. Printer toner and ink cartridges required for the operation of Department owned printers will be provided by the Department when funding permits with the agreement that the contractor will limit printer use to program specific needs and will provide pre-printed materials whenever possible. The contractor shall provide copy paper for program materials and treatment file materials.

2.2.7 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 or the Department. In addition, the contractor shall coordinate and submit for approval any formats, forms and materials to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services prior to their use.

- a. The contractor shall understand and agree that any and all standardized forms used by the contractor that are not official Department forms must be approved (as to content and format) in writing by the OCC Warden and the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services. The contractor and Department staff will use the same Department approved forms for consistency. If a specific quality assurance format is required by the Division of Offender Rehabilitative Services, the contractor must comply as requested.
- b. 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.

2.2.8 The contractor shall provide services six (6) days per week (Monday through Saturday). The contract staff shall not be required to provide services on state holidays. A list of state holidays may be found on the State of Missouri website <http://oa.mo.gov/pers/hoursofwork.htm>.

2.3 Specific Service Requirements

2.3.1 The contractor shall provide gender responsive, evidence-based substance abuse treatment to those offenders referred by the Department as eligible to receive services. Services shall include the following:

- a. **Assessment services** for offenders at OCC as requested by the Department.
- b. **Long Term (12 months) Modified Therapeutic Community Substance Abuse Treatment** for offenders ordered by the court pursuant to RSMO 217.362, ordered by the court pursuant to RSMO 577.023 and stipulated by the Board of Probation and Parole.

2.3.2 The contractor shall submit for pre-approval to the OCC Warden and Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services an implementation plan that provides for a seamless integration of program services into the facility's organizational structure and functions, no later than 10 calendar days following notification of contract award.

2.3.3 Services shall be modified to adequately address individualized offender needs. The contractor shall develop and maintain on-going consultative communication with Department staff regarding special considerations pertaining to offenders.

2.3.4 The contractor staff shall provide services that meet both Department requirements and institutional needs for timeliness. The contractor shall agree and understand that service needs must be covered consistently during the workweek. Trained back-up staff must be available as needed to administer services and assessments in accordance with established timelines.

2.3.5 The contractor shall specify and implement a plan to provide emergency/crisis counseling for those offenders in need.

2.3.6 The contractor shall provide gender responsive, evidence-based substance abuse treatment to those offenders referred by the Department as eligible to receive services. Services shall include the following:

- a. **Assessment services** for offenders at OCC as requested by the Department.
- b. **Long Term (12 months) Modified Therapeutic Community Substance Abuse Treatment** for offenders ordered by the court pursuant to RSMO 217.362, ordered by the court pursuant to RSMO 577.023 and stipulated by the Board of Probation and Parole.

2.4 **Assessment Requirements** It is understood and agreed by the contractor that the contractor will be responsible for providing an assessment for the majority of those offenders entering the treatment program at OCC.

- 2.4.1 The Department approved alcohol and drug abuse assessment instrument shall be administered and scored by the contractor if one has not been previously completed at a Department Reception and Diagnostic Center during the prior 12 months. Assessment requirements include: the Addiction Severity Index (ASI), the Initial Classification Analysis – Substance Abuse (ICA-SA), and an approved assessment tool for motivation of change.
- a. The contractor shall use an assessment administration and scoring format that is approved by the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services, and the Assistant Client Services Manager, ITSD.
 - b. The assessment instrument and interview must be completed by a certified, registered, or appropriately licensed Substance Abuse Professional as defined by the Department of Mental Health's Division of Alcohol and Drug Abuse Certification Standards for Alcohol and Drug Abuse Programs in Missouri.
- 2.4.2 Offenders with special needs shall also be assessed. Those persons will include, but are not limited to, substance abusing offenders with co-occurring mental health disorders, lower cognitive functioning, physical disabilities, and learning disabilities or deficits.
- 2.4.3 The contractor shall ensure that appropriate releases are signed for requesting previous treatment and assessment records of offenders, as needed.
- 2.4.4 At a minimum, the written narrative summary of the assessment must comply with the assessment documentation requirements as reflected by the Certification Standards for Alcohol and Drug Abuse Programs, 9 CSR 10-7.010, et al "Core Rules for Psychiatric and Substance Abuse Programs." The standards can be viewed and downloaded from the following website: <http://sos.mo.gov/adrules/csr/current/9csr/9c10-7.pdf>
- 2.5 Long Term Modified Therapeutic Community Substance Abuse Treatment Program Requirements**
- 2.5.1 The contractor must utilize evidence-based practices for long term modified therapeutic community substance abuse treatment services within the criminal justice system.
- 2.5.2 The provision of long term modified therapeutic community substance abuse treatment services shall utilize a cognitive restructuring approach to address chemical dependency and criminality. The treatment process shall incorporate both experiential and cognitive learning that targets an individual's values, behaviors, and attitudes.
- 2.5.3 The contractor's program must emphasize a stage of change approach to treatment and recovery. The contractor shall incorporate this approach into the program design and identified treatment protocols, curricula, treatment phases, and program materials. In addition, the contractor must also clearly delineate the application of the stage of change approach to the practices of their program.
- 2.5.4 Therapeutic activities shall be provided six (6) days per week and shall include wing meetings, facility wide meetings, offender work responsibilities for the institution (general housekeeping, food services, and other day-to-day tasks) and other specified community responsibilities. Therapeutic assignments shall consist of, but not be limited to, homework assignments, program specific job assignments, and adjunctive activities that are therapeutic in nature such as program health and wellness activities, community meetings and peer recovery support groups.
- 2.5.5 The contractor's program shall be comprised of a four (4) phase modality for those identified as "chronic offenders" ordered by the court pursuant to RSMO 577.023 "Aggravated, chronic, persistent and prior offenders of intoxication-related traffic offenses" and a three (3) phase modality for all other offenders consisting of the following:

2.5.5.1 Phase I: Approximately four (4) weeks in length and shall include assessments and orientation to Department rules, regulations, the treatment center and the treatment process. During this phase, each offender shall receive a minimum of thirty (30) hours of therapeutic activity per week.

2.5.5.2 Phase II: Approximately twenty-eight (28) weeks in length and entails the provision of intensive treatment services. During this phase each offender shall receive a minimum of thirty (30) hours per week of therapeutic activity which shall include, but not be limited to, the following:

- Individual counseling
 - Group counseling
 - Recovery Centered Education
 - Therapeutic community meetings
 - 12 Step and alternative recovery support groups
- a. A continuing care/aftercare plan shall be initiated during this phase. This plan shall follow a structured holistic approach for on-going recovery that will include, but not be limited to a relapse prevention plan.

Paragraph 2.5.5.3 modified via Amendment 002

2.5.5.3 Phase III: Approximately twenty (20) weeks in length. Treatment services must be primarily focused on transition from the institution to the community and appropriate pre-release and re-entry planning.

- a. The contractor shall provide a minimum fifteen (15) hours of therapeutic activity per week that do not conflict with an offender's work schedule. Offenders not participating in work release shall receive additional services deemed appropriate for reentry preparation by the contractor in cooperation with the Department. Therapeutic activity shall include, but not be limited to:
- Individual counseling
 - On-going recovery skills and relapse prevention for substance abuse and criminality, minimum (2) two hours per week
 - Applicable interventions to address identified criminogenic needs
 - Therapeutic community meetings
 - Family education and support
 - 12 Step and alternative recovery support groups
- b. A continuing care/aftercare plan shall be completed during Phase III with the exception of those identified as "chronic offenders" ordered by the court pursuant to RSMO 577.023 "Aggravated, chronic, persistent and prior offenders of intoxication-related traffic offenses" whose plans shall be completed during Phase IV.
- c. The contractor shall ensure that every offender has an individualized, structured plan for recovery prior to release that will be forwarded to the appropriate field Probation and Parole Officer and community provider.
- d. During Phase III, the contractor should facilitate one (1) family support group activity per week. The activity should be at least two (2) hours in length and whenever possible to include family visitors or approved visitors from non-family significant others in order to assist the offender with integration into the community upon release.

2.5.5.4 Phase IV: This phase is designated to serve only those identified as "chronic offenders" ordered by the court pursuant to RSMO 577.023 "Aggravated, chronic, persistent and prior offenders of intoxication-related traffic offenses" who have been mandated for a two (2) year period of incarceration and who receive substance abuse program services at Ozark Correctional Center as facility capacity permits. Phase lengths, curricula, and services can be changed or augmented for these offenders in keeping with the expectation that advanced programming occurs for the remainder of their incarceration.

- a. The contractor, in consultation with the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and the OCC Warden/designee shall provide

a targeted curriculum with increased emphasis on: the effects of driving under the influence of alcohol and/or other drugs, victims and the community at large, victim's rights issues, and advanced alcohol abuse issues. Final approval by the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services shall be required before implementation of the curriculum.

2.5.5.5 In concert with the Department, the contractor shall establish in writing clear and distinct criteria for movement from one phase to another. The criteria for advancement must reflect appropriate treatment intervention progress, and be listed in the offender handbook. Decisions regarding phase movement shall be made through a "formal clinical staffing process" that includes at least one Department staff member.

2.6 Individual Counseling: Each offender shall receive a minimum of one (1) hour of individual counseling per month during all phases.

2.7 Group Counseling The contractor shall provide group counseling designed to promote an offender's self-understanding insight into the addictive process, and resolution of personal problems through personal disclosure and interaction among group members.

- a. Group counseling sessions shall be limited to a maximum of twelve (12) offenders per group.
- b. Each offender shall receive a minimum of two (2) one (1) hour sessions of group counseling each week.

2.8 Recovery Centered Education The contractor shall provide recovery centered education. Before the implementation of services for Recovery Centered Education, the contractor shall provide the chosen curricula to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services for final approval. Curriculum changes must be submitted for approval before implementation.

- a. Recovery centered education sessions shall be limited to a maximum of forty (40) offenders per group session.
- b. Recovery centered education topics shall include, but are not limited to, the following:
 - State of Change Approach to Recovery
 - Disease Concept of Chemical Dependency
 - Criminal Thinking
 - Relapse Prevention for Substance Abuse and Criminality
 - Spirituality in Recovery
 - Emotions Management
 - 12 Step and other standardized self-help alternatives
 - Stress Management Techniques
 - Family and Social Relationships in Recovery
 - Parenting
 - Influence of Trauma on Substance Abuse
 - Domestic/Family Violence
 - HIV and Other STD Prevention
 - Recreational/Leisure Skills Development
 - Smoking Cessation and Nicotine Addiction
 - Gender Related Issues in Recovery
 - Review of Accepted Recovery Models
 - Medication Assisted Treatment
 - Driving under the Influence
 - Victims' Impacts
 - Co-dependency
 - Anger Management

2.9 Offenders with Co-Occurring Substance Abuse and Mental Health Disorders, as indicated by

their mental health classification scores (See Attachment #1), shall be served in the long term modified therapeutic community substance abuse treatment program.

2.9.1 The contractor shall incorporate the following psycho-educational topics in Phase II:

- a. Types of mental illness/ special needs;
- b. Effects of various mental illnesses on perceptions and behaviors;
- c. An introductory discussion of the biochemical bases of mental health disorders including the physiological effects of psychological trauma;
- d. Interplay between the effects of co-occurring substance abuse and mental health disorders with interpersonal relationship issues;

Paragraph 2.9.1 e modified via Amendment 002

- e. Interplay of psychological trauma and psychiatric illness in men;
- f. Family relationships and co-occurring disorders;
- g. Role and importance of medication management and compliance in recovery from mental illness and chemical dependency;
- h. Basic concepts in understanding the relationship between mental illness and substance abuse;
- i. Managing and coping with symptoms of mental illness and chemical dependency;
- j. Coping with judgments and stereotypes and overcoming obstacles;
- k. Role of desirable health habits and sound nutrition in recovery;

Paragraph 2.9.1 l modified via Amendment 002

- l. Psychosocial influences in men's recovery from mental illness and substance abuse; and,
- m. Relapse management and prevention.

2.9.2 Curricula for the psycho-educational topics listed in 2.9.1 must be submitted to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services for approval before implementation.

- a. The Department's medical contractor currently provides one session on medication issues.
- b. The contractor shall coordinate programming in the above areas with the OCC Chief of Mental Health Services to avoid duplication of services.

2.9.3 The contractor's Program Director, working in cooperation with the program's clinical supervisors shall ensure that program rules, structure, procedures, interventions, and policies are modified as needed to serve offenders with co-occurring disorders. The contractor's designated clinical supervisor shall collaborate with the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and mental health contractor to ensure that the diverse needs of individuals with co-occurring substance abuse and mental health disorders are met by the program.

2.10 Treatment Plan The contractor shall ensure that the treatment plan includes goals, objectives, and specific interventions to address recovery from substance abuse, criminality and any additional assessed mental health disorders. Other special needs necessitating adaptations of the treatment process and interventions shall also be addressed in the offender's individualized treatment plan.

- a. At a minimum, the contractor shall provide the departmental-approved substance abuse and motivation for change assessment(s) that identifies needs, problems and assets. The assessment(s) will be used to develop an initial individualized treatment plan for each offender as described in the above paragraph.
- b. The contractor shall complete an initial individualized treatment plan within ten (10) days of program admission for each offender.
- c. The contractor shall complete a treatment plan review and update on each offender at a minimum of every ninety (90) days.
- d. The contractor shall invite the OCC Warden and a designated Probation and Parole representative to all treatment team meetings.

- e. Treatment plan reviews shall include input from all treatment team members. Each offender shall participate in his treatment plan review.
- f. The contractor shall ensure that all assigned treatment team members, as well as the offender, sign the treatment plan reviews and updates.
- 2.10.1 Prior to discharge, the contractor shall address within the treatment plan continuing care needs as discussed with the offender. The plan must detail continuing substance abuse and mental health service needs. The contractor should consult with the OCC Chief of Mental Health Services to determine appropriate referral(s) for offenders with diagnosed mental health problems.
- a. The contractor shall review the continuing care and recovery plan with the supervising institutional Probation and Parole Officer and consult with field Probation and Parole in accordance with Department policy.
- 2.10.2 The contractor shall complete a discharge summary. By the day of release, but no later than three (3) working days of the offender's discharge from the program, the treatment plan with applicable continuing care recommendations and the discharge summary, must be completed and submitted for inclusion in the Continuing Care Packet in accordance with Department policy.
- 2.10.3 The contractor shall ensure that the offender signs the Department approved Release of Information form to facilitate the release of the documents contained within the Continuing Care Packet, to the designated community resource and referral agencies. The contractor shall work with Department staff to ensure that the documents are forwarded immediately to the referral agencies as requested.
- 2.10.4 A Department Transition Accountability Plan (TAP) for each offender shall be developed by Department staff to identify and address individualized re-entry needs. The contractor shall collaborate with interdivisional institutional staff to provide the assessment information necessary to assist in the development of an effective TAP and to ensure that, in accordance with Department policy, appropriate continuing care and recovery support services are included in the transitional components of the TAP. The contractor agrees and understands that TAP development and implementation may require collaboration with field Probation and Parole staff and partnering agencies in the community.

2.11 Clinical Records and Documentation

- 2.11.1 The contractor shall ensure that the clinical records contain the following documentation:
- Initial assessment interview and ICA/SA
 - Summary report of initial assessment
 - Treatment contract (See Attachment #5), offender orientation to program services and rules, offender's rights to confidentiality statement, and offender's rights to grievance procedures
 - Requests, receipts, or releases of information signed by offender initial individualized treatment plan
 - Initial individualized treatment plan, updated treatment plan(s) and treatment plan review(s)
 - Progress notes for each individual contact and as needed to document significant program events
 - Continuing care materials including a structured plan for recovery and a relapse prevention guidelines for substance abuse and criminality
 - Discharge summary
- 2.11.2 Documentation of the assessment must include, but is not limited to:
- Demographic and identifying information
 - Statement of needs and treatment expectations from the offender
 - Presenting problem/situation and referral source
 - History of previous substance abuse and/or psychiatric treatment including number and type of admissions as well as any current psychiatric symptoms
 - A brief summary of health/medical history, if available
 - Current medications and identification of any medication allergies and adverse reactions
 - Alcohol and drug use for the thirty (30) days prior to incarceration and a substance abuse history

- that includes type of drug, patterns of use, duration and consequences of use
- Family, social, vocational, educational, legal, and recreational/leisure status and functioning (the collection and assessment of historical data is required in addition to the current status)
- Personal and social resources and strengths, including the availability and use of family, social, peer, and other natural support systems

2.11.3 Individualized Treatment Plan shall include the following information:

- Measurable goals and outcomes
- Objectives for achieving stated goals
- Specific interventions for each objective
- Service supports and actions of both the offender and staff to accomplish each goal/outcome
- Involvement of family and other supports when applicable
- Target and achievement dates for goals, objectives and interventions
- Dates for treatment plan reviews and updates
- Estimated discharge/completion date

2.11.4 Progress Notes shall include the following information:

- Description of the specific service provided
- Date and actual time (beginning and ending times) for the service was rendered
- Legible signature and title of staff rendering services
- Relationship of services to the individualized treatment plan, with references to specific goals, objectives and interventions
- Description of offender's participation and response to services provided and a brief summary of important information shared by the offender during the session.

2.11.5 Discharge Summary shall include, regardless of discharge status, the following information:

- Admission and discharge dates
- Reasons for admission and referral source
- Assessment summary, including applicable screening, assessments, assessment updates, and the (ICA/SA)
- Description of services provided, progress, and outcomes achieved
- Medical status and any needs that require ongoing monitoring or support, including prescribed medications
- Reason for and type of discharge
- Continuing care/aftercare plan and a structured plan of recovery including relapse prevention guidelines for substance abuse and criminality

2.12 Certification Requirements

2.12.1 The contractor shall comply with and continuously meet the certification requirements set forth by the Missouri Department of Mental Health, Division of Alcohol and Drug Abuse as may be applicable. (See Certification Standards for Alcohol and Drug Abuse Programs 9CSR 10 Chapter 7 Core Rules for Psychiatric and Substance Abuse Programs.) The standards can be viewed and downloaded from the following website: <http://sos.mo.gov/adrules/csr/current/9csr/9c10-7.pdf>.

2.12.2 The contractor shall obtain certification from the Missouri Department of Mental Health, Division of Alcohol and Drug Abuse within one (1) calendar year of service implementation, unless granted written permission by the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and the Division of Alcohol and Drug Abuse to delay full certification.

2.13 Security

2.13.1 The Department shall provide and be entirely responsible for the security of the contractor's staff while in the Department facility. The level of security provided shall be consistent with and according to the same standards of security afforded to Department personnel.

2.13.2 The Department shall provide security and security procedures to protect the contractor's equipment as well as Department equipment. The contractor shall ensure that its own staff adheres to all Department policies and procedures regarding security, custody, and control of offenders.

2.14 Training Requirements

2.14.1 The contractor shall cooperate with the Department regarding orientation and training efforts as may be required herein. The contractor understands and agrees that expenses incurred on behalf of its employed or contracted staff members, including but not necessarily limited to meals, mileage, lodging and displacement, shall be its own responsibility for payment. The contractor shall not be obligated nor be allowed to pay any expenses incurred by the Department in such instances. Orientation and training shall include the following:

- a. The contractor shall require all program staff members who provide services within the institution for thirty (30) hours or more per week to comply with the following training requirements:
 - 1) Completion of the Department's three (3) week Basic Training prior to initiation of services.
 - At the discretion of the Department and upon initial contract award, the contractor's staff members attending basic training may be staggered over a period of time to be mutually agreed upon by the Department and the contractor.
 - 2) Host institution orientation as required by the OCC Warden
- b. The contractor shall also require all full time, part time, backup or substitute personnel to complete the host institution orientation prior to initiation of services.
- c. Backup or substitute personnel shall meet the three (3) week Basic Training requirement if they will provide services in the institution for sixty (60) consecutive working days or longer.
- d. Up to forty (40) hours of professional development training annually, which shall include:
 - Twenty four (24) hours of the Department's core curriculum training, if required by host institution;
 - TAP/Treatment plan training, as required;
 - Training on the MOCIS Healthcare Module, as required;
 - Missouri Reentry Process Training; and
 - Training in the OCC model of modified therapeutic community.
- e. Pathway to Change Facilitator Training: The three (3) day facilitator training is required for all staff who facilitate Pathway to Change groups prior to assuming that role.
- f. The contractor shall agree to participate in additional training as deemed necessary by the Department to ensure successful compliance of the contract.
- g. Participation in and attendance at training shall be documented in staff training records.

2.14.2 The contractor shall agree that no staff person shall work unsupervised prior to completing basic training.

2.15 Personnel Requirements

2.15.1 The contractor shall comply with the following personnel requirements:

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

- b. All contractor and subcontractor employees must submit to and pass a pre-employment drug-screening test and thereafter random drug testing pursuant to the Department policy and procedures on employee drug testing.
- c. 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 (2) 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 (2) 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.
- d. 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 and certifications held by the contractor's personnel must be current.
- e. The contractor shall be responsible for the "licensing/certification supervision" of members of the contractor's staff that require the supervision of a Missouri Licensed or Certified Professional because of a professional standard or statutory regulation.
- f. 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. The Department reserves the right to approve all personnel prior to the hiring, actual employment, and placement of any staff member. Therefore, the OCC Warden and the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services must approve all staff suggested for placement at OCC.
- g. 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.
- h. 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. Contracted staff providing substance abuse services shall be approved by the Department as indicated in f.
 - 2. For the purposes of this contract, minimum staffing shall be defined as all the individual positions listed in the contractor's Exhibit H, Personnel Control Listing, included with their bid at the time of submission. The contractor shall maintain minimum staffing levels throughout all periods of this contract. Additions of staff members following contract award will be considered as an increase to the contractor's minimum staffing levels.
 - 3. The contractor must notify in writing the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services if staffing falls below the minimum levels guaranteed in Exhibit H for a period in excess of two weeks.
 - 4. 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 (1) duty at a given time and said duties shall not conflict with each other.

5. The contractor shall consult with the OCC Warden and Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services when any personnel performing under the terms of the contract are terminated for disciplinary reasons within forty-eight (48) hours of the termination. The Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services and OCC Warden shall be consulted and/or informed prior to staff terminations.
 - i. 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.
 - j. The contractor shall not bind any members of the contractor's staff to an agreement that 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.
 - k. 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. The Department has a zero tolerance policy for offender abuse, including sex abuse. Furthermore, the contractor shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.
 - l. 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 OCC Warden or designee of the facility, and to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services 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 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 shall include 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, Exhibit H, to the OCC Warden and the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services on a monthly basis, within the first

- five (5) working days of each month. Exhibit H must be thoroughly completed and up to date in its entirety including name, positions, and qualifications (including licensure, certification, and registration numbers) of all persons associated with the provision of services under the contract. On the Exhibit, the contractor shall identify the staff member responsible for staff supervision and what percentage of FTE (Full Time Equivalent) is devoted to supervision.
3. For the purposes of the contract, an FTE shall be defined as a contractor position working 2080 hours annually, with all salary, benefits, and compensation paid for by the contractor.
- m. The contractor shall provide a full time, on-site program administrator responsible for organizing and delivering treatment services in cooperation with the OCC Warden and the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services.
- n. The program administrator should possess a Master's degree in a mental health related discipline or in the field of criminal justice, plus a minimum of three (3) years experience in treatment of substance abuse and/or mental health disorders and related experience in the supervision and management of substance abuse professionals as well as completion of Missouri Substance Abuse Professional Credentialing Board (MSAPCB) Clinical Supervision Training. The program administrator shall also hold Missouri licensure, certification, or registration or be eligible for same within one year of assuming the position.
1. While a master's degree is strongly preferred, the following qualifications may be considered upon review and prior approval of the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services:
 2. A bachelor's degree in an appropriate field, plus a minimum of five (5) years experience in treatment of substance abuse, plus certification as a Certified Reciprocal Alcohol Drug Counselor or a Certified Reciprocal Advanced Alcohol Drug Counselor, Certified Criminal Justice Professional, or Co-Occurring Disorders Professional holding current licensure or certification through the Missouri Board of Professional Registration as a substance abuse counselor, plus documented supervisory and managerial experience in a closely related substance abuse or mental health program.
- o. Due to the significant percentage (12-15%) of offenders with diagnosed co-occurring substance abuse and mental health disorders in the program, the Department requires that a minimum of one full time on-site senior clinical supervisor shall hold state licensure as a mental health professional (i.e., LPC, LCSW or licensure as a psychologist). Missouri certification as a Co-Occurring Disorders Professional and a Masters Degree in a mental health related discipline may be submitted in writing for approval by Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services. The senior clinical supervisor shall be responsible for facilitating on-going communication with the Department and any applicable contractors regarding the delivery of substance abuse and co-occurring mental health and substance abuse services.
1. The Department prefers that co-occurring disorder offenders are assigned to primary counselor(s) with training, education, and experience in working with individuals with co-occurring disorders. The training and experience must be documented and reviewed by the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services prior to employment.
 2. If the contractor has made a documented good faith effort to employ counselors with the background listed above, counselors who do not possess previous experience and training in co-occurring disorders may be approved if the contractor submits a plan for supervision by senior counselors with experience and education in working with individuals with co-occurring disorders. The Department will review the training plan for the counselors quarterly and lack of compliance with the training plan may be basis for

termination of the employee.

- p. The preferred counselor-to-offender ratio for direct services treatment staff shall be one (1) counselor to twenty-two (22) offenders.
- q. The contractor understands and agrees that the award of the contract does not exempt the contractor from the requirement to obtain approval of all staff proposed for employment prior to contract implementation.

2.16 Interpretive/Translation Services:

2.16.1 The Department shall determine whether an offender requires Interpretive/Translation services due to an offender's physical impairment or language barrier. The Department will obtain and bear the financial responsibility for such services.

- a. The contractor shall consult with Department Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services regarding which specific treatment services will be assisted by an interpreter.

2.17 Meeting and Other Requirements

2.17.1 Meeting Requirements

- a. The contractor shall meet with the Department 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.
- b. 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.
- c. The OCC Warden/designee will meet at least weekly with the contractor's on-site program administrator to discuss pertinent program/Department issues.
- d. The contractor shall actively participate in monthly contract/program oversight meetings, chaired by the OCC Warden/designee. When full contract implementation is achieved, meetings will be conducted, at a minimum, on a quarterly basis.

2.17.2 The contractor shall design and implement monthly quality assurance (QA) activities to ensure appropriate contract compliance and service quality. A report summarizing the monthly QA activities shall be forwarded to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services, and the OCC Warden/designee on a quarterly basis according to the following schedule: October 15 (for the months of July, August, September), January 15 (for the months of October, November, December), April 15 (for the months of January, February, March), and July 15 (for the months of April, May, and June).

- a. Upon award of the contract but no later than July 1, 2012, the contractor shall provide to the OCC Warden, and the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services an initial quality assurance plan.
- b. The contractor will collaborate with the OCC Warden/designee to submit required monthly treatment center information reports to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services.
- c. The contractor agrees and understands that requirements for quality assurance reports and data submitted to the Department may be revised over the course of the contract in accordance with changing expectations, policy and needs of the Division and/or the Department.

- 2.17.3 **Audit Requirements** - At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.
- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
 - b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities, and equipment used in support of the contract.
 1. The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 2. The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation or other data maintained by the contractor, including historical data and any necessary follow-up that may be required to meet any performance or audit review requirements.
 - c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.
- 2.17.4 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.
- 2.17.5 The contractor shall stamp all correspondence, forms, documents, notices, and any other material pertinent to offenders as well as material pertinent to the administration of the contract, with the date of receipt by contractor office personnel.
- 2.17.6 The contractor shall not issue press releases, participate in interviews with media, or engage in any form of public release of information regarding the Department or the contractor's duties pursuant to the contract without the prior, written approval of the Department of Correction's Public Information Officer.

2.18 Other Contractual Requirements

- 2.18.1 **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.
- 2.18.2 **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, pursuant to the Special Delegation of Authority issued by the Office of Administration, Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract, or any portion thereof for four (4) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period stipulated in any amendment.

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

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

- 2.18.4 **Termination** 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.

- 2.18.5 The contractor may be entitled to cancel the contract by providing 180 days notice of intent to cancel the contract if financial exigencies arise which prevent the contractor from fulfilling the remainder of the contract. The contractor shall be required to present to the Department documents and information to verify the financial necessity to cancel the contract. Written notification of the intent to cancel the said contract with supporting documentation must be received by the OCC Warden, Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services, and the Department of Corrections Purchasing Section at a minimum of 180 days prior to the proposed cancelation of the contract.

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

- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.
- b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).

- c. Upon receipt of the notice of the deficiency, the contractor shall have ten (10) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the ten (10) 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.

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

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.

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.

2.18.8 **Conflict of Interest** A state employee shall not be compensated under this contract. A state employee shall not use state facilities or materials for personal gain relating to the performance of this contract.

2.18.9 **Insurance** 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. The insurance coverage shall include, but not necessarily be limited to, general and professional liability. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The limits of liability for all types of coverage shall not be less than (1) \$300,000 per person, and (2) \$2,000,000 per occurrence. The contractor shall provide written evidence of the insurance to the Department. Such evidence shall include, but shall not necessarily be limited to effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the Department must be notified immediately.

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

2.18.11 **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.

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

2.18.13 **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 state agency.

a. The contractor shall maintain strict confidentiality of all patient and offender information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/offender 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.

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

2.18.15 **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.

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

2.18.16 **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.

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

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

2.19 E-Verify

- 2.19.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2.19.2 As a condition for the award of any contract in excess of \$5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
- a. submitting a completed EXHIBIT I, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or
 - b. submitting a completed EXHIBIT I, 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 I, AFFIDAVIT OF WORK AUTHORIZATION and;
 - d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;
 - e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or
 - f. submitting a completed EXHIBIT I, Box C providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.
- 2.19.3 The bidder/contractor must submit EXHIBIT I, BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, and AFFIDAVIT OF WORK AUTHORIZATION prior to an award of contract.

2.20 Participation by Other Organizations

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

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

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

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

The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.

If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

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

2.21 Contractor's Personnel:

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the (*insert agency name*) the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the (*insert agency name*) a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

2.22 Invoice Requirements

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

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

http://oa.mo.gov/acct/pdf/files/vendor_input_ach_eftd.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 of Correction's payment to the invoice submitted.

2.22.2 On a daily basis, the Department shall conduct a head count of the population at the facility and provide an electronic summary report to the contractor. The Department will deduct all those individuals not receiving treatment under the contract (i.e., overnight medical out counts to another facility or off-site medical provider, transfers and/or discharges). The contractor shall agree that the Department's determination of the head count at the facility shall be final and without recourse.

2.22.3 On or before the tenth day of each month, the contractor shall submit an itemized invoice, for service provided during the previous month, with copies to the OCC Warden and the Assistant Division Director, DORS:

Randell Hughes, Business Manager
Division of Offender Rehabilitative Services
Missouri Department of Corrections
2729 Plaza Drive, P.O. Box 236
Jefferson City, Missouri 65102

2.22.4 Upon receipt and approval of the services provided, the Department's Fiscal Management Unit will process the invoice, subject to the following:

- a. The contractor shall invoice for services provided at the contracted unit price stated on the Pricing Page, Exhibit A.
- 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 specified on the pricing page herein, no other payments shall be made to the contractor.

2.23 Federal Funds Requirements

- 2.23.1 The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used the following paragraphs shall apply:
- 2.23.2 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements –A-102 State/Local Governments; 2CFR 215 – Hospitals, Colleges and Universities, For – Profit Organizations (if specifically included in federal agency implementation), and Not – For – Profit Organizations (OMB Circular A - 110).
 - b. Cost Principles – 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 -Not-For-Profit Organizations; A-21 – Colleges and Universities; 48 CFR 31.2 – For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 2.23.3 Steven's Amendment – In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.23.4 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.23.5 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.23.6 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.23.7 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**PART THREE
BID SUBMISSION INFORMATION**

3.1 Submission of Bids

- 3.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department 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 application, the applicant shall include four (4) copies of their application for a total of five (5) applications.
 - c. The applicant should provide **one (1) electronic copy** of their entire application, first to last page, which is identical to the original application. The electronic copy should be one (1) document, submitted on a diskette(s), CD(s) or flash drive in PDF format and included with **THE ORIGINAL DOCUMENT**.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- 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.

3.2 Bidder Clarification

- 3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the first page of this IFB.
- 3.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.
- 3.2.3 The bidder is advised that the 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.

3.3 Evaluation Process

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

3.4 Pricing

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

- 3.4.2 The bidder should indicate any discounts offered for prompt payment on Exhibit A, Pricing Page.
- 3.4.3 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. Failure to provide pricing shall render a bid as non-responsive.
- 3.4.4 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.
- 3.4.5 The bidder attests that the prices quoted are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

3.5 Bidder's Experience and Reliability

- 3.5.1 Experience and reliability of the bidder's organization is considered very important in the determination of responsiveness. Therefore, the bidder must submit Exhibit B (Company Information) and 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.

3.6 Expertise of Bidder's Personnel

- 3.6.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB will be considered by the Department in the determination of responsiveness through a review of Exhibit D (Expertise of Personnel), Exhibit G (Employee Expense Charged to the Contract) and Exhibit H (Personnel Control Listing). In this instance the bidder must submit information related to the experience, current licensure or certification and qualifications of the staff proposed.

3.7 Proposed Method of Performance

- 3.7.1 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.
- 3.7.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version, as an original idea.
- 3.7.3 If the contractor is requesting a waiver of any ADA certification requirement(s) relating to services requested in this document, the contractor shall supply a copy of said request(s) with their bid submission.
- 3.7.4 The bidder must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
- 3.7.5 Bidders must specify how they will accommodate the specific and unique needs of offenders identified with mental illness, borderline intellectual functioning, or mild retardation. In addition, the bidders should specify how they 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.
- 3.7.6 The bidders shall detail how they will accommodate the requirements of the contract. The bidders shall include their plan for ensuring the Department expectations for the quantity and timeliness of assessments is met.

3.7.7 The bidder shall submit a program schedule and curriculum for each program requirement indicated in the bid document.

3.7.8 The bidder shall submit its plan for seamless integration of the program services with facility operations and functions.

3.8 Organizations for the Blind and Sheltered Workshops

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

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

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the SDA issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the SDA issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

The websites for the Missouri Lighthouse for the Blind and the Alphonse Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

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

3.9 Service-Disabled Veteran Business Enterprises (SDVEs)

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the bidder is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete Exhibit E, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFQ/IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the RFQ/IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- a) If the bidder submitting the bid is a qualified SDVE, the bidder is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the bidder's bid is awarded, the SDVE participation committed to by the bidder on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

Qualified SDVE:

- a. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.10 Evaluation of Bidder's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation

3.10.1 In order for the state of Missouri to meet the provisions of Executive Order 05-30, the bidder should secure participation of certified MBEs and WBEs in providing the products/services required in this SDA. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

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

3.10.2 The proposed participation of MBE/WBE firms in meeting the targets of the SDA will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Bidders proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Bidders proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE

Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

- c. If Participation Below Target: Bidders proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Bidders failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

$$\frac{\text{Bidder's Proposed MBE \% < 10\% + WBE \% < 5\%}}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{1} = \frac{\text{Assigned MBE/WBE Participation points}}{1}$$

3.10.4 If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.

- a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the bidder must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder must include the bidder in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the SDA issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the SDA issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.10.5 Commitment – If the bidder's response is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.10.6 Definition -- Qualified MBE/WBE:

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

other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 3.10.7 Resources - 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 the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

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

- 3.11 Vendor Information:** The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at: <http://doc.mo.gov/contracts.php> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.

3.12 Calculation of Points

- 3.12.1 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 | 15% |
| b. | Expertise of Personnel | 15% |
| c. | Proposed Method of Performance | 30% |
| d. | Cost | 40% |
| e. | <u>Preference Points:</u> | |
| | M/WBE Participation = 10 points | |
| | Blind & Shelter Workshop Participation = 10 points | |
| | Veteran's Participation = 3 points | |

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

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

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

For evaluation purposes only, the bidder's price for the first contract period and all potential renewal options will be added together to arrive at the bidder's cost.

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

- 3.12.5 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. If the bidder is proposing an entity other than the bidder to perform the services, the bidder should also submit the information requested herein for such proposed subcontractor in order to demonstrate the subcontractor's responsibility and reliability. Failure of the bidder to submit sufficient information to document that the bidder and any proposed subcontractor is responsive and responsible may adversely affect the bid.

- a. The bidder should complete Exhibit B with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.
- b. If references for current and/or previous contracts are not identified in the bid, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

3.13 Contract Award

- 3.13.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder or any subcontractor's proposed to provide the services within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required and/or, (3) failure of the bidder to provide a reference(s).
- 3.13.2 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 3.13.3 The Department will not award multiple contracts. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs, and the availability of the Department funds.

EXHIBIT A
SUBMISSION IS MANDATORY

SDA411-060
PRICE PAGE

Terms and conditions of this Invitation for Bid require that in order to be considered responsive, the bidder must complete, manually sign and submit this document (with all necessary attachments) together with its individual bid for providing all services listed herein as specified (See Part Three: Bid Submission Information). The bidder is cautioned that it is the bidder's sole responsibility to confirm the accuracy of any pricing information listed herein and that the Department of Corrections is under no obligation to solicit the bidder regarding such information once submitted. ***The bidder must provide a firm fixed price in the table below for the original contract period and maximum prices for each potential renewal period for providing all services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated price.***

SERVICE DESCRIPTION	FIRM, FIXED PRICE Initial Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period	Fourth Renewal Period
All services included herein	\$ _____ Per day per offender	\$ _____ Per day per offender	\$ _____ Per day per offender	\$ _____ Per day per offender	\$ _____ Per day per offender

It is understood and agreed by the contractor that the contractor will be responsible for providing an assessment for the majority of those offenders entering the treatment program at OCC.

Outside United States - If any products and/or services offered under this IFB 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:	_____ %

EXHIBIT A (continued)
SUBMISSION IS MANDATORY

SDA411-060
PRICE PAGE

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

_____ days after effective date of contract award.

Bidder to state discount for prompt payment.

_____ % if paid within _____ days

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

_____ For Profit _____ Nonprofit

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

Company Name: _____

Printed Name: _____ E-mail Address: _____

Authorized Signature: _____ Date: _____

EXHIBIT B

COMPANY INFORMATION

The bidder should complete the following with information about the bidder’s organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
Total number of years in business	Beginning Date: _____	
Total number of years operating in substance abuse services	Beginning Date: _____	
Total number of years working with state government and targeted population	Beginning Date: _____	

The bidder should provide the following information about client history:

<u>Information</u>	<u>Numbers</u>	<u>Explanation and Detailed Support</u>
Total number of current clients performing _____ services	Total Number _____	
Largest Current Client	Dollar Size _____	

<u>Information</u>	<u>Explanation and Detailed Support</u>
Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.	
Documentation of Financial Solvency – (may submit most recent year audited financial statements or any other information provided such information may be made public). If the bidder is a subsidiary, provide this information for the parent company. All information provided will be made public.	
Describe the structure of the organization including any board of directors, partners, top Departmental management, etc	

EXHIBIT C

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor'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/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of bidder's total amount of business)	
Description of Services Performed such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Bidder's specific duties and strategic objective	

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 my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

(recommended but not required)

Date of Signature

EXHIBIT D

EXPERTISE OF PERSONNEL

(copy and complete this table for each key person assigned to the project)

Title of Position: _____	
Name of Person:	
Position Description for this Project:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s):	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to bidder. If employee, # of years. If subcontractor, describe other/past working relationships	
Previous employer(s), positions, dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
<ul style="list-style-type: none"> ✓ Substance abuse services ✓ Re-entry Services ✓ Working with Offenders 	
Describe the person's planned duties/role proposed herein:	

EXHIBIT E

PARTICIPATION COMMITMENT

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

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) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

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

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	
2.	

SDVE Participation Commitment Table

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

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE
1.	%	
2.	%	
Total SDVE Percentage:	%	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

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

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

*Date
(No earlier than the RFP issuance date)*

EXHIBIT F (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

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

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

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

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

Date of Previous SDV's Documents were Submitted: _____

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

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

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

EXHIBIT I

**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/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

 Authorized Business Entity Representative's Name
 (Please Print)

*Authorized Business Entity
 Representative's Signature*

 Business Entity Name

 Date

 E-Mail Address

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

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

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID 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 I (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

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT I (continued)

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

 Authorized Business Entity Representative's Name
 (Please Print)

*Authorized Business Entity
 Representative's Signature*

 Business Entity Name

 Date

 E-Mail Address

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

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 (Department).
- 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 Department. 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 Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments.
- 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 the Department.
- 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 Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. PROCUREMENT AUTHORITY AND CONTRACT ADMINISTRATION

- a. The Office of Administration has issued a delegation of authority to the Department that enables the Department to develop, evaluate, and award contracts with a value up to \$24,999.99.
- b. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- c. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the Department, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone 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 Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

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

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (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 Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (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 Department may be modified by signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. 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.
- g. Faxed and e-mailed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.

- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

9. 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 Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the 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, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) 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 the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

11. 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.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. 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.

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

- a. Officials and employees of the Department, 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.

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least sixty (60) 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 Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

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

22. FORCE MAJEURE

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

23. CONTRACT EXTENSION

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

24. COMMUNICATIONS AND NOTICES

- a. 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.

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

29. AMERICANS WITH DISABILITIES ACT

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

30. FILING AND PAYMENT OF TAXES

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

31. TITLES

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

Revised 06-20-08

Revised 3-1-11

Revised 12-12-11

ATTACHMENT #1
MENTAL HEALTH NEEDS SCORING
(From the Missouri Department of Corrections Reclassification Analysis)

MH-5 Severe Functional Impairment Due to Mental Health Disorder

- Offender requires intensive psychiatric treatment at the Biggs Correctional Unit (BTCU) or Corrections Treatment Center (CTC) or,
- Offender requires frequent mental health contacts, psychotropic medications and a structured living unit in a correctional institution

(All clinical criteria below must apply)

- ✓ Offender's current mental status shows severe impairment in reality testing ability due to psychosis, major affective disorder, organic cognitive disorder and/or severe borderline disorder.
- ✓ Offender is imminently dangerous to self or others as a result of a mental disorder, and
- ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

MH-4 Serious Functional Impairment Due to a Mental Disorder

- Offender requires intensive or long-term inpatient or residential psychiatric treatment at a Social Rehabilitation Unit (SRU), Corrections Treatment Center (CTC), or Women's Social Rehabilitation Unit (WSRU) or,
- Offender requires frequent psychological contacts and psychotropic medications to be maintained in a general population setting

(All clinical criteria below must apply)

- ✓ Offender's current mental status shows impairment in reality testing ability due to psychosis, major affective disorder, organic cognitive disorder and/or severe borderline disorder,
- ✓ Offender is gravely psychologically disabled due to a mental disorder or mental retardation,
- ✓ Offender is not imminently dangerous to self or others as a result of mental disorder, and,
- ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

MH-3 Moderate Level of Mental Health Treatment Needs

- Offender requires regular psychological services and/or psychotropic medication in a general population setting *(All clinical criteria below must apply)*
 - ✓ Offender's current mental status does not show any impairment in reality testing ability,
 - ✓ Offender is not imminently dangerous or gravely disabled due to their mental disorder, and,
 - ✓ Offender's mental disorder requires psychotropic medication (although may refuse to take it)

MH-2 Mild Level of Mental Health Treatment Needs

- Offender may benefit from brief episodes of counseling or psychotherapy. Offender can be maintained in a general population setting. *(Clinical criteria mark all that apply)*
 - Offender experiences mild or minor mental disorder symptoms that can be treated with psychological interventions
 - Offender's social history contains evidence of a suicide attempt or psychiatric hospitalization within the 1 last year.

MH-1 No Current Mental Health Treatment Needs

- Offender does not require any routine mental health services. Offender is not requesting any mental health treatment. Offender can be maintained in general population. *(Clinical Criteria mark all that apply)*
 - Offender is not seeking mental health treatment
 - Offender's social history does not contain evidence of suicide attempt or psychiatric hospitalization within the last 1 year.

ATTACHMENT #2

This is a draft document to be used for informational purposes only as it relates to SDA411-060 and is not intended for use by any entity except Missouri Department of Corrections Staff

	STATE OF MISSOURI DEPARTMENT OF CORRECTIONS TRANSITION ACCOUNTABILITY PLAN	PHASE:	LOCATION:
OFFENDER NAME		DOC NUMBER	DATE
ASSETS	LIABILITIES		
PHASE START DATE:	NEXT REVIEW DATE:	PAROLE HEARING DATE:	RELEASE DATE: DISCHARGE DATE:
SPECIAL CONDITIONS:			
The following is a cooperative effort among the offender, staff, and other resources.			
01			
<u>MY SELF-DEFEATING BEHAVIOR/PROBLEM THAT BLOCKS MY SUCCESS IS:</u>			
<u>MY BEHAVIORAL GOAL(S) TO ADDRESS MY PROBLEMS ARE:</u>			
<u>MY ACTION PLAN TO MEET THE ABOVE GOALS AND SPECIAL CONDITIONS:</u>		<u>TARGET COMPLETION DATE:</u>	<u>COMPLETION DATE:</u>
<u>STAFF ACTION PLAN TO ASSIST IN MEETING THE ABOVE GOALS AND SPECIAL CONDITIONS:</u>		<u>EMPLOYEE:</u>	<u>LOCATION:</u> <u>COMP DATE:</u>
02			
<u>MY SELF-DEFEATING BEHAVIOR/PROBLEM THAT BLOCK MY SUCCESS IS:</u>			
<u>MY BEHAVIORAL GOAL(S) TO ADDRESS MY PROBLEMS ARE:</u>			
<u>MY ACTION PLAN TO MEET THE ABOVE GOALS AND SPECIAL CONDITIONS:</u>		<u>TARGET COMPLETION DATE:</u>	<u>COMPLETION DATE:</u>
<u>STAFF ACTION PLAN TO ASSIST IN MEETING THE ABOVE GOALS AND SPECIAL CONDITIONS:</u>		<u>EMPLOYEE:</u>	<u>LOCATION:</u> <u>COMP DATE:</u>
COMMUNITY LINKS & RESOURCES USED TO ASSIST IN MEETING THE ABOVE GOALS & SPECIAL CONDITIONS:			
NAME OF RESOURCE:	ADDRESS:	TELEPHONE:	CONTACT PERSON: APPT. DATE & TIME:
ACCOMPLISHMENTS, PROGRAMS COMPLETED, AND PERSONAL ACHIEVEMENTS:			
ADDITIONAL INFORMATION:			
I understand that information about my case history, which may include medical, mental health and/or substance abuse information, will be shared within the Department of Corrections.			
OFFENDER SIGNATURE:		DOC ID:	DATE:
STAFF NAME:	ID#:	SIGNATURE:	DATE:

ATTACHMENT #3
MISSOURI REENTRY PROCESS

The Missouri Re-Entry Process (MRP) is designed to assist the offender with planning for future release from incarceration and successful community integration. Department of Correction's staff collaborate with other state agencies, service providers and individual offenders to develop and implement a plan to assist the offender with his or her transition from prison to the community and to enhance offender preparation for successful re-integration in to the community.

The MRP consists of three (3) phases:

Diagnostic/Institutional Phase – This phase begins the day an offender is received in the Division of Adult Institutions and continues until the offender is six (6) months or less from release. This phase includes risk assessments, establishing classification, making institutional assignments, arranging for programming and treatment and parole decisions. During this phase the offenders' case management team assists the offenders in identifying their assets and liabilities, review assessments, and develop transitional accountability plans (TAP) to address the offenders' needs and to assist in achieving success.

Transition Phase – This phase begins at 6 months or less prior to release into the community. The offender may be transferred to a Transitional Housing Unit. This phase focuses on preparation for successful re-entry to the community, identifying offender needs and establishing continuity of care with community based resources to provide the offender assistance in the transition. Transitional services may include items listed on attachment #3.

Community Phase – This phase begins the day an offender is placed on supervision in the community. Although this is the last phase for an offender being released from incarceration, it is the first phase for an offender placed on probation. This phase encompasses probation and parole supervision, conducting assessments, establishing community support services based upon individual needs and achieving successful discharge from supervision.

ATTACHMENT #4
TRANSITIONAL SERVICES

Anger Management	Provides offenders with constructive ways to express and control their anger.
Birth Certificates	Assists offenders with the application to request a copy of their birth certificate from the vital statistics office in the state where they were born. There is a charge for each copy, which may vary from state to state.
Building Strong Families	Assists offenders in learning how to create and maintain a strong family group.
Computer Skills Training	Provides a basic introduction to using a personal computer and operating software programs.
Community Connections	Assists offenders in finding resources specific to the area of the state in which they are released. Resources are available to assist with housing, transportation, food, temporary financial aid, legal assistance, educational support services, health care, employment, counseling, spiritual enrichment, substance abuse treatment and much more.
Driver's License	Staff can provide a Missouri Driver's License booklet for an offender to study for a licensing test. They also assist in finding out the state of an offender's license and if fines or stipulations must be met before a license can be issued.
Employment Life Skills	This class covers Career Exploration, Job Application Protocol, Resumes and Cover Letters, Interviewing techniques, Job Retention, Parenting Styles, and Money Matters.
Great Hires	http://greathires.org is the official Workforce Resource website for the State of Missouri. An offender's employment information can be entered on this website which contains various job openings. Staff will assist the offender in setting up an appointment with the career center in the geographical area of the offender's home plan and immediately upon receipt of information, Career Center staff can begin processing the offender's employment information.
Higher Education	Staff can assist offenders in getting information regarding community colleges or universities, as well as financial aid to attend school.
Housing	Staff can assist offenders in finding an acceptable home plan if they are unable to secure one on their own.
Impact of Crime On Victims Class	This is a ten week program that reviews the impact crime has on the victims. Offenders are presented with the victim's perspective and the harm that criminal behavior can cause.

ATTACHMENT #4 (CONTINUED)
TRANSITIONAL SERVICES

Interviewing Essentials	This teaches offenders how to give a successful interview and provides them with the opportunity to participate in recorded mock interviews. Offenders are then able to watch the recorded video and critique how well they performed.
Long Distance Dads	A twelve (12) week class that discusses good parenting skills and instructs offender's on discipline, reintegration back into the family, communication, setting boundaries and other areas related to family.
Parent's Fair Share	Staff can assist offenders with getting in contact with Parent's Fair Share. Parent's Fair Share includes assistance with child support and custody issues.
Pathways to Change	A twelve (12) week course that provides the offender with an understanding of who he/she is, his/her decision making processes, and how to change and accept them.
R.A.I.N	R.A.I.N. provides HIV/AIDS prevention education and compassionate care to individuals and families.
Social Security Card	Applications are available for offenders who have misplaced their social security cards. Information pamphlets explaining the purpose of a social security card and related benefits are also available to offenders.
State ID Card	DOC staff can assist offenders with obtaining a Missouri Non-Driver Identification card.
Substance Abuse	Offenders who are screened and referred by DOC staff, per standard operating procedure established by DORS and the site warden, may receive assessments and individualized program planning for substance abuse services. Services may be provided in the institution as well as by establishing referrals and/or appointments for services in the community following release from prison.
Veteran's Affairs	Staff can assist offenders who have served in the military and who have received an honorable discharge with information regarding possible benefits and services from several organizations.

ATTACHMENT #5



STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
INSTITUTIONAL TREATMENT CENTER CONTRACT

INSTITUTIONAL TREATMENT CENTER

OFFENDER NAME

DOC NUMBER

You have been assigned by the Board of Probation and Parole and/or the courts to an Institutional Treatment Center/Shock Incarceration Program.

I understand and agree to comply with the following:

1. I agree to abide by all Department of Corrections rules and regulations as provided in the Department Inmate Rulebook and appropriate Program Rules.
2. I understand that I will be restricted to the facility and will actively participate in all structured and scheduled activities/work assignments as directed by the Institutional Treatment Center.
3. I understand that escape from an Institutional Treatment Center constitutes a prosecutable Class B felony. I also understand that the use of force, including deadly force, may be used in the event of my escape or attempted escape.
4. If I have or develop a medical condition that requires extensive treatment away from the unit, preventing me from full participation in treatment, or that requires the use of certain restricted drugs, I will be transferred to an institution more able to meet my needs.
5. I understand that my failure to complete the Institutional Treatment Center program may result in my incarceration within the Division of Adult Institutions.
6. I understand that, if under probation, parole, or conditional release supervision status, my failure to successfully complete the Institutional Treatment Center program will constitute a violation of my orders of probation, parole, or conditional release.
7. I do not, to my knowledge, have any enemies at the Institutional Treatment Center and I realize there are no provisions for protective custody at this unit.
8. I understand that smoking will be permitted only in designated areas and never indoors.

I hereby attest, by my signature, that I have read or have had read to me the above cited contractual agreement regarding the Institutional Treatment Center and do agree to participate in this program.

OFFENDER SIGNATURE

DATE

STAFF WITNESS SIGNATURE

DATE