

INVITATION FOR BID



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

Buyer of Record:
John Hall, CPPB
Procurement Officer II
Telephone: (573) 526-6494
john.hall@doc.mo.gov

IFB SDA411064 AMENDMENT 001

Substance Abuse Programming Services

FOR

Department of Corrections
Maryville Treatment Center

Contract Period: July 1, 2015 – June 30, 2016

Date of Issue: May 13, 2015

Page 1 of 61

Bids Must Be Received No Later Than:

2:00 p.m., May 21, 2015

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

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

Company Name: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Federal EIN #: _____ State Vendor #: _____
Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Matt Sturm, Director, Division of Offender Rehabilitative Services

Date

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

IFB SDA411064

Amendment 001

Substance Abuse Programming Services

Amendment 001 to IFB SDA411064 revised paragraph 2.12.1 t.

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IFB SDA411064

**Substance Abuse Programming Services
FOR**

**Department of Corrections
Maryville Treatment Center**

**Contract Period: July 1, 2015 – June 30, 2016
Date of Issue: April 27, 2015
Page 1 of 61**

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1. INTRODUCTION

1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for Substance Abuse Treatment Services for the Maryville Treatment Center (hereinafter referred to as MTC) as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Exhibits A – H
- 5) Terms and Conditions
- 6) Attachments 1 – 2

1.2 Pre-bid Conference - A pre-bid conference regarding this Invitation for Bid will be held on May 6, 2015, at 2:00 p.m. Central Time in the DORS Conference Room of the Department of Corrections Central Office, 2729 Plaza Drive, Jefferson City, MO. Offerors may attend the pre-bid conference in person or may participate via teleconference.

1.2.1 Bidders Participating via Teleconference - If the bidder desires to participate via phone, the bidder must contact John Hall by phone at (573) 526-6494 or by email at john.hall@doc.mo.gov to obtain dial-in instructions. The bidder will be provided with a telephone number to dial, in order to listen and participate in the pre-bid conference call. In order to guarantee space on the call, the bidder should contact the John Hall by May 5, 2015.

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

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

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

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

1.3 Tours:

- 1.3.1 The bidder may schedule a tour of the Maryville Treatment Center, located at 30227 US Highway 136, Maryville, MO by contacting John Hall by phone at (573) 526-6494 or by email at john.hall@doc.mo.gov at least three (3) business days prior to the tour to register.
- a. The bidder must provide to valid Missouri driver's license for each person attending. If the person attending does not have a Missouri driver's license, their social security number and date of birth are required.
 - b. No one will be admitted after ten (10) minutes from the time set for the beginning of the tour.
 - c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras and purses will not be permitted inside the facility.
 - d. Each potential bidder is limited to two (2) individuals at the site inspection.
 - e. The Department reserves the right to accept or reject any person requesting site inspection.
 - f. Bidders are advised to notify the Department of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the contractual requirements.
- 1.3.3 A record of those bidders attending the tour will be maintained for verification purposes. The bidder shall be responsible for ensuring their attendance at the tour is documented.
- 1.3.4 Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to John Hall at (573) 526-6494 or john.hall@doc.mo.gov.

1.4 Background Information:

- 1.4.1 The Office of Administration has issued a special delegation of authority to the Department which permits the Department 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 Substance abusing behaviors among offenders cause serious problems in Missouri and the United States. On December 31, 2014, there were 31,556 offenders in Missouri's prisons. In FY14, drug and Driving While Intoxicated (DWI) offenses accounted for 37.5% of new admissions. Substance abuse screening conducted by the Department indicates that eighty-seven (87%) percent of the offenders were engaged in substance abuse within twelve (12) months prior to their incarceration. The Department has established institutional treatment services at ten (10) correctional centers in order to address the needs of offenders.
- 1.4.3 MTC currently serves a maximum of 525 offenders in its substance abuse treatment programs. The current program provides treatment services that incorporate modifications to therapeutic community interventions and practices. The program retains a family structure and peer accountability, while emphasizing positive peer culture and opportunities for peer leadership.
- 1.4.4 The Department seeks to obtain contracted services for 300 of those offenders incarcerated at the Maryville Treatment Center. The contractor will work in close collaboration with the Department to

provide services in an integrated treatment model in which the Division of Rehabilitative Services (DORS) staff and contracted staff work as one treatment team for the entire 525 bed facility.

- a. The program retains the “Family” structure and peer accountability of therapeutic community and emphasizes positive peer culture and opportunities for peer leadership. Counselors are expected to know and apply evidence-based techniques and materials of therapeutic community, group process, motivational enhancement, cognitive restructuring and addiction treatment.
 - b. All clinical services will be provided under the direction of the Department of Corrections Clinical Director and the awarded contractor’s Program Director.
 - c. There are currently eighty (80) beds designated for the Long Term Treatment Program participants and 445 beds are designated for the Intermediate Treatment Program participants. However, the distribution of treatment beds and program criteria may change as noted in elsewhere herein. These program beds stay full except for time between the release of those completing or being discharged from the program and those entering the program.
 - d. The Department also maintains thirty-six (36) saturation beds to utilize for offenders who have completed the program and are awaiting release and offenders who are waiting to enroll in treatment. The saturation beds are integrated throughout the treatment center.
- 1.4.5 The Department is committed to increasing the success of offenders who are transitioning from prisons to the community.
- 1.4.6 In general, classification and custody staff from within the Department, and its contractors, will continue to perform the activities of administration, security, classification, food services, maintenance, health care and mental health, education, and recreation.
- 1.4.7 The Department 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 (see Attachment 2). It is anticipated that implementation of the MOCIS Healthcare Module will occur before the beginning of Fiscal Year 2016 (FY16). 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.
- 1.4.8 The Department will not expend funds in excess of \$824,000 per fiscal year for the services provided at the MTC.
- 1.4.9 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at http://doc.mo.gov/DHS/General_Services_Awarded.php. Please reference contract number SDA411059 when searching for the document.
- 1.4.10 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.

1.5 Definitions:

- 1.5.1 Individual counseling is defined as a structured, goal-orientated 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-to-face goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor. Such groups will have three (3) or more offenders.
- 1.5.3 Recovery centered education is defined as didactic presentation of information regarding substance abuse, criminality, related recovery focused topics and the practical application of the information through group discussion and as indicated by the offenders' treatment plan.
- 1.5.4 Pathway to Change shall be defined as the Department's approved cognitive skills curriculum that addresses factors that lead to criminal behavior through providing sessions on emotions management techniques, responsible decision-making, examination of values and attitudes, successful relationships and thinking errors.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide assessment and evidence-based substance abuse treatment services at the Maryville Treatment Center (MTC) for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- a. The contractor should be fully staffed and operational by January 2, 2016 or within six (6) months from the effective date of the contract award, whichever is sooner.
- 2.1.2 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department. The Department shall be the final judge of the quality of the contractor's performance under the contract, and that any dispute arising from conflicts with Departmental policy and appropriate clinical practice for assessments and treatment shall be resolved by the Assistant Division Director, Division of Rehabilitative Services for Substance Abuse Services in consultation with the Warden. Therefore, the contractor shall understand and agree 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 standardized operating procedures governing the provision of substance abuse assessments and treatment services, consistent with the Department's Policy & Procedures. Within ninety (90) days after the contractor's received of the Notice of Award, the contractor shall submit standard operating procedures for approval to the Assistant Division Director, Division of Offender Rehabilitative Services for Substance Abuse Services before implementation.
 - c. The contractor shall be responsible for coordinating all aspects of the contracted services with the Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services. The contractor shall identify a contact person who shall be responsible for the oversight of the contracted services.
- 2.1.3 The contractor shall have the capability of providing all services indicated herein.
- 2.1.4 The contractor shall understand and agree that during the course of the contract, the Department may reallocate populations in an attempt to better serve offender's needs.
- a. If population transitions or institutional changes become necessary, the contractor understands and agrees that program and service changes and/or modifications shall be developed and instituted at the request and direction of the Assistant Division Director of DORS in Substance Abuse Services.
 - b. In such instances the Department will provide at least 30 days advanced notice and will afford the contractor flexibility in the timelines for implementation of required changes, provided reasonable efforts to meet the new requirements are made.
- 2.1.5 The contractor shall understand and agree that all operational policies and procedures, offender management issues, transitional services and facility and program operations will be determined in a collaborative manner under the direction of the Warden.
- 2.1.6 The Department reserves the right to request modifications to curricula and program structure as needed in order to adequately serve the current assessed needs of offenders. Any major changes to curricula and program structure proposed by the contractor after program implementation must have prior approval of

the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services. The contractor shall also review proposed program structure changes with the Warden to ensure that facility operational matters can be identified and addressed prior to the implementation of changes.

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 services and/or materials that provide an alternative to 12 step groups to offenders who request an alternative.
- 2.2.3 The contractor must begin providing services on July 1, 2015. The start date is non-negotiable and the contractor 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 program curricula, written materials and handouts, DVDs, CDs and other supplies needed for program services as well as labor necessary to provide the services required.
- 2.2.5 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.
- 2.2.6 The contractor shall assume all costs for providing services, except as otherwise specified herein.
- a. The contractor shall provide any private telephone lines, fax lines, or fax equipment, if required, as well as scanners for implementation of services. The contractor shall provide justification in a formal written request to the Department which maintains sole discretion for approval or rejection. If approved, the contractor shall be responsible for the payment directly to the provider of all phone/fax line service and/or equipment specified in the request for the remaining duration of the contract.
 - 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 as follows:
 - 1) The Department will provide the contractor with classrooms and offices for service implementation as well as furniture needed for offender programming such as chairs, tables, bulletin boards, white boards, and easels.
 - 2) 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.
 - 3) In keeping with the therapeutic community model, the Department and contractor will collaborate in supervising offenders in the performance of general housekeeping. Specific

maintenance, food service and all other specialized work will be assigned and supervised by the Department.

- 4) Treatment offenders will be placed in designated institutional work positions that, whenever possible, will be scheduled around treatment services hours. At MTC, the work days will be divided between offender work hours and treatment hours.

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

- a. The Department shall provide security and security procedures to protect the contractor's equipment as well as Department equipment. The contractor shall ensure that the contractor's staff adheres to all policies and procedures regarding security, custody, and control of offenders as well as state and federal regulations.

2.2.8 If deemed necessary, the Department shall provide the contractor with access to the Department's database and to the Missouri Corrections Integrated System (MOCIS) 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 Warden will determine the number of computers needed. The actual quantity of computers and printers provided shall be subject to the Department's approval based upon availability, proposed usage, and proposed location of each computer. 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 of Offender Rehabilitative Services for Substance Abuse Services and the Warden and shall be limited by the contractor to those whose access has been approved by the Assistant Client Services Manager, Office of Administration, Information Technology Services Division (hereafter referred as "Assistant Client Services Manager, ITSD").

- a. The Department will provide computers requiring Department network access.
- b. The contractor understands and agrees that the contractor shall be responsible for provision of required assessment software and any necessary hardware for the implementation of Department approved assessment(s) services.
- 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 Warden, the Assistant Division Director, 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 shall limit printer use to program specific needs and provide pre-printed materials whenever possible. The contractor must furnish the printer toner and ink cartridges if the Department does not have funding to provide them. The contractor shall provide copy paper for program materials and treatment file materials.

2.2.9 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 these for approval by the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse prior to their use.

- a. When possible the Department will share the cost of printing Offender handbooks developed by the vendor in collaboration with the Department provided that the handbooks can be reused by multiple offenders.
- b. 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 Warden and the Assistant Division Director, 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.
- c. 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.

2.2.10 The contractor shall provide services according to the schedules identified below.

- a. The contractor 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://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
- b. Six (6) days per week (Monday through Saturday).
- c. Assessment services shall be provided on a schedule that ensures compliance with treatment planning deadlines.
- d. The contractor shall provide services during evening hours if required by the institution.

2.3 Specific Service Requirements:

- 2.3.1 Due to the close collaboration with the Department, the contractor shall submit for pre-approval to the Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services an implementation plan that provides for a seamless integration of program services into the facilities organizational structure and functions. Submission to both the Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services must be no later than ten (10) working days following Department's issuing of a Notice of Award for the contract
- 2.3.2 Services shall be modified to adequately address individualized offender needs. The contractor shall develop and maintain ongoing consultative communication with facility staff regarding special considerations pertaining to each offender.
- 2.3.3 The contractor 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 work week. Trained backup staff must be available as needed to administer services and assessments in accordance with established timelines.
- 2.3.4 Within thirty (30) calendar days after receipt of the Notice of Award, the contractor shall develop and implement a plan to provide emergency/crisis counseling for those offenders in need, and provide such plan to the Department.

- 2.3.5 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 MTC who have been referred by the Board of Probation and Parole or are court ordered for institutional substance abuse treatment.
 - b. Intermediate Treatment Program and Offenders Under Treatment Program (6 months) for offender referred by the Board of Probation and Parole for substance abuse treatment.
 - c. Long Term Treatment Program (12 months) for offenders referred by the Board of Probation and Parole for substance abuse treatment.
- 2.3.6 The contractor, in collaboration with the Department staff, shall provide Pathway to Change classes to offenders who are screened as needing cognitive skills programming. The contractor shall provide to eligible offenders twelve (12) modules in order for offenders to receive full benefit from the program. The Division of Offender Rehabilitative Services will consider a written request for a time-limited waiver of the requirement for 12 modules if adequate justification exists.
- 2.3.7 The MTC Therapeutic Community Program shall apply for, 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. Therefore, all Department and contracted clinical staff will continuously met program certification standards. (See Certification Standards for Alcohol and Drug Abuse Programs 9CSR 10 Chapter 7 Core Rules for Psychiatric and Substance Abuse Programs.) The contractor may request in writing a delay in applying for certification for up to one year from implementation and submit to the Assistant Director DORS for consideration. The latter should be requested within the first 120 days of contract implementation. The standards can be viewed and downloaded from the following website: <http://sos.mo.gov/adrules/csr/current/9csr/9c10-7.pdf>

2.4 Assessment Services:

- 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 during the prior twelve (12) months. The contractor shall utilize the Addiction Severity Index (ASI), the Initial Classification Analysis – Substance Abuse (ICA-SA), and an approved assessment tool for readiness for 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 and the Assistant Client Services Manager, ITSD.
 - b. The assessment instrument and interview must be completed by a qualified Substance Abuse Professional as defined by the Department of Mental Health’s Certification Standards for Alcohol and Drug Abuse Programs in Missouri.
- 2.4.2 Offenders with special needs shall 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 for 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 reviewed and downloaded from the following website:
<http://sos.mo.gov/adrules/csr/current/9csr/9c10.7.pdf>

2.5 Treatment Service Requirements:

2.5.1 Intermediate Treatment Program and Long Term Treatment Program Requirements:

- a. The provision of 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 individuals' values, behaviors, and attitudes.
- b. The contractor's program must emphasize a stage of change approach to treatment and recovery. The contractor shall incorporate this approach into its program design and 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 the contractor's program.
- c. Therapeutic activities shall be provided six (6) days per week and shall include wing meetings, community meetings, offender work responsibilities for the institution (general housekeeping, food services, and other day-to-day tasks) and other specified community responsibilities.
- d. 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.
- e. The Intermediate Treatment Program, Offenders Under Treatment Program, and Long Term Treatment Program participants may participate in the same treatment services activities. However, the Department expects that the Long Term Treatment Program will have a more extensive curriculum and that the long term curricula will be implemented immediately.
- f. The Department does not expect that participants in the Intermediate Treatment Program will transition into the Long Term Treatment Program. The programs are independent of one another and an offender is only stipulated for one program at a time.

2.5.2 The MTC integrated substance abuse treatment and modified therapeutic community contains three (3) phases of progress. The contractor shall provide evidence-based treatment services for both the long term (12 month) and intermediate (6 month) programs utilizing the following phases:

- a. Phase I: During this phase, each offender not assessed within the past year shall receive a substance abuse assessment and every offender shall receive orientation to Department rules 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.

1) The length of Phase 1 in each program should be as follows:

- ³⁵/₁₇ Intermediate Treatment Program: minimum of two (2) weeks
- ³⁵/₁₇ Offenders Under Treatment Program: minimum of two (2) weeks
- ³⁵/₁₇ Long Term Treatment Program: minimum of four (4) weeks

- b. Phase II: During this phase, each offender shall receive an intensive level of treatment. 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:

- 1) Group counseling.
 - 2) Recovery focused substance abuse education services.
 - 3) Community meetings.
 - 4) Relapse prevention for offenders including the initiation of a relapse prevention plan for substance abuse and criminality.
 - 5) 12 Step and alternative recovery support group participation.
 - 6) A continuing care/aftercare plan shall be initiated during this phase. This plan shall follow a structured and holistic approach for on-going recovery.
 - 7) Individual counseling as required in the revised Institutional Corrections Programs Standards as reflected by the Department of Mental Health. (See Certification Standards for Alcohol and Drug Abuse Programs.) The standards can be viewed and downloaded from the following website: <http://www.sos.mo.gov/adrules/csr/current/9csr/9c30-3.pdf>.
 - 8) Family focused education materials must be provided to offenders to share with their significant others and family.
 - 9) The length of Phase II in each program should be as follows:
 - ³⁵/₁₇ Intermediate Treatment Program: minimum of nineteen (19) weeks
 - ³⁵/₁₇ Offenders Under Treatment Program: minimum of nineteen (19) weeks
 - ³⁵/₁₇ Long Term Treatment Program: minimum of thirty-nine (39) weeks
- c. Phase III: During this phase, treatment services must be primarily focused on appropriate pre-release, recovery and re-entry planning. The contractor shall provide a minimum of fifteen (15) hours of therapeutic activity per week, per offender delivered in a manner that does not conflict with an offender's work schedule. Offenders not participating in work release shall receive additional services deemed appropriate for re-entry preparation by the contractor in cooperation with the Department. Therapeutic activities shall include, but not be limited to:
- 1) Recovery skills and relapse prevention services for substance abuse and criminality, minimum of two (2) hours per week.
 - 2) Applicable interventions to address identified criminogenic needs.
 - 3) Community meetings.
 - 4) Family focused education classes or activities.
 - 5) 12-Step and alternative recovery support group participants.
 - 6) Group Counseling.
 - 7) Individual Counseling/Contacts.
 - 8) The offender's continuing care/aftercare plan shall be completed during Phase III. Planning shall include thorough relapse prevention plan(s), for both substance abuse and criminal behavior.
 - ³⁵/₁₇ The contractor shall ensure that every offender has an individualized, structured plan for recovery prior to release that will be forwarded to the field Probation and Parole officer and the community provider, by the date of the offender's discharge.
 - ³⁵/₁₇ During Phase III, the contractor shall facilitate one (1) family education group activity per week for offenders and once per month a two hour session to include family visitors or non-family significant others in order to assist the offender with integration into the community upon release.
 - 9) The length of Phase III for each program should be as follows:
 - ³⁵/₁₇ Intermediate Treatment Program: a minimum of four (4) weeks
 - ³⁵/₁₇ Offenders Under Treatment Programs: a minimum of four (4) weeks
 - ³⁵/₁₇ Long Term Treatment Program: a minimum of seven (7) weeks

- 2.5.3 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 the appropriate treatment intervention progress, and will be listed in the offender handbook. Decisions regarding phase movement shall be made through a “formal clinical staffing process” that includes at least one (1) Department staff member specified by the Department.
- 2.5.4 The contractor shall collaborate with the Department to develop a detailed plan for system collaboration and integration into the MTC structure and its delivery of treatment services to all targeted groups.
- 2.5.5 All programming shall be based on a modified therapeutic community model and must include the following:
- a. Modified therapeutic community substance abuse treatment services shall utilize a cognitive behavioral approach to address chemical dependency and criminality. Treatment shall be seen as a process of experiential and cognitive learning, which targets individuals’ values, skills, behaviors, and attitudes. In a therapeutic community model within a correctional setting, the whole community of offenders, clinical providers and other Department staff shall be the change agent. The program shall also incorporate a stage of change approach to offender motivation and treatment progress. Offender readiness for change and motivational enhancement shall be integrated and individualized in the treatment plan, and addressed in the therapeutic community.
 - b. Substance abuse treatment services reflecting three levels of the treatment intervention and recovery process (engagement and persuasion, active treatment, and relapse prevention) shall be provided. The proposed program intervention strategy shall reflect this three-phase process.
 - c. Substance abuse treatment services must emphasize a developmental model of recovery. The contractor shall coordinate a developmental model of recovery into its program design and identify which stage of recovery is being addressed in its treatment protocols, curricula, treatment levels, and program materials.
- 2.5.6 Key service functions shall include, but are not limited to:
- a. Modified therapeutic community activities that include floor meetings, housing unit meetings, facility wide meetings, offender work responsibilities (general housekeeping, food services, and other day-to-day tasks), and other specified community responsibilities shall be provided six (6) days per week.
 - b. The Department approved Addiction Severity Index, will be provided, if not completed in a diagnostic center, and a motivation for change assessment such as the URICA and narrative summary shall be completed within ten (10) days of admission by a qualified substance abuse professional, as defined by Certification Standards for Alcohol and Drug Abuse Programs, Division of Alcohol and Drug Abuse.
 - c. The substance abuse treatment staff shall incorporate the substance abuse needs score as identified by the Initial Substance Abuse Classification Analysis (ICA-SA) and any pre-existing substance abuse testing into the assessment summary.
 - d. The MTC Therapeutic Community Program shall incorporate Pathway to Change lessons into their curriculum.

2.6 Individual Counseling:

2.6.1 Each offender shall receive a minimum total of one (1) hour of documented individual counseling contacts per month during all phases. 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. This service should be in accordance with standards as stated above.

2.7 Group Counseling:

2.7.1 The contractor shall provide group counseling designed to promote an offender's insight into the offender's own addictive process, and resolution of personal problems through personal disclosure and interaction among group members. Group counseling shall be identified as a face-to-face goal oriented therapeutic interaction between a qualified professional or trainee under the supervision of the contractor and three (3) or more offenders.

- 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) hours per week of group counseling.

2.8 Recovery Centered Education:

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

2.8.2 Recovery centered education sessions shall be limited to a maximum of forty (40) offenders per group session. Recovery centered education topics shall include, but are not limited to the following:

- a. Understanding Chemical Dependency
- b. Criminal Thinking
- c. Relapse Prevention for Substance Abuse and Criminality
- d. Emotions Management
- e. Co-dependency & Enabling
- f. 12 Step and other standardized self-help alternatives
- g. Family Issues and Parenting
- h. Domestic/Family Violence
- i. Driving under the Influence
- j. Impact on Victims
- k. Influence of Trauma on Substance Abuse
- l. Recreational/Leisure Skills Development & Health
- m. Smoking Cessation and Nicotine Addiction
- n. Gender Related Issues in Recovery
- o. Review of Effective Approaches to Recovery
- p. Medication Assisted Treatment
- q. Recovery Oriented Systems of Care (ROSC); where to find help

2.9 Offenders with Co-occurring Substance Abuse and Mental Health Disorders, including those on psychotropic medications, shall receive services as indicated herein if they have been classified as having a moderate (MH-3) need for mental health treatment. (See Attachment 1)

- 2.9.1 Offenders who are assessed as having mental health or cognitive difficulties shall be referred for a mental health evaluation by treatment staff with expertise in co-occurring disorders and to the institution's mental health staff. In such cases, substance abuse treatment staff shall maintain an active, on-going collaboration with mental health staff regarding shared treatment goals and treatment modalities provided by the Department's mental health contractor. This includes periodic and/or as-needed participation by mental health in any staffing by the addictions treatment team and relevant non-treatment staff, when indicated.
- 2.9.2 Offenders who are confirmed by mental health staff to have a Co-occurring Disorder will be allowed some modification of services if mental health staff and substance abuse treatment staff, in consultation with the Department's Clinical Director, believe it is appropriate.
- 2.9.3 The contractor agrees and understands that the aforementioned activities and timelines described are approximations and that certain factors, such as anticipated date of release, may affect the actual length of time offenders spend in each phase as well as the amount of therapeutic activities provided in each phase.
- 2.9.4 The treatment program staff, in coordination with the institutional parole office and classification staff, should provide a pre-release discussion group for a minimum one hour per week.
- 2.10 Treatment Plan:** The contractor shall ensure that treatment planning includes goals, objectives, and specific interventions to address recovery from substance abuse, criminality and any additional assessed mental health disorders. Other special needs requiring adaptations of the treatment process and treatment interventions shall also be addressed in the offender's treatment plan.
- 2.10.1 At a minimum, the contractor shall provide the Department 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.
- a. The contractor shall complete an initial individualized treatment plan for each offender within ten (10) calendar days of program admission.
 - b. The contractor's staff shall complete a treatment plan review for each offender at a minimum frequency specified by Department policy.
 - c. The contractor shall invite via email the Warden and a designated Probation and Parole officer to all treatment team meetings.
 - d. Treatment plan reviews shall include input from all treatment team members. Each offender shall participate in his treatment plan review.
 - e. The contractor shall ensure that all assigned treatment team members, as well as the offender, sign the treatment plan reviews.
- 2.10.2 Prior to discharge, the contractor shall address with the offender and within the treatment plan continuing care needs as discussed. The plan must detail continuing substance abuse and mental health service needs. The contractor shall consult with the Institutional 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, regarding appropriate referrals.

- 2.10.3 The contractor shall complete a discharge summary for each offender who has completed the program, preferably by the day of release, no later than three (3) working days of the offender's discharge from the program. The treatment plan with applicable continuing care recommendations and a discharge summary must be completed in the Department computer system and made available to Probation and Parole staff, in accordance with Department policy.
- 2.10.4 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.
- 2.10.5 The contractor shall collaborate with interdivisional institutional staff to provide the assessment information necessary to assist in classification staff's development of an effective TAP and to ensure that, in accordance, with Departmental 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 staff shall ensure that the clinical records contain the following documentation:
- a. Initial screening and assessment interview, ASI and ICA-SA.
 - b. Summary report/narrative of initial assessment.
 - c. Treatment contract, offender orientation to program services and rules, confidentiality statement, and offender's rights to grievance procedures.
 - d. Requests, receipt, or release of information signed by offender.
 - e. Initial individualized treatment plan, updated treatment plan(s) and treatment plan review(s).
 - f. Progress notes for each individual contact and as needed to document significant program events.
 - g. Continuing care materials including a structured plan for recovery and relapse prevention guidelines for substance abuse and criminality.
 - h. Long term institutional treatment center case evaluation form.
 - i. Discharge Summary.
 - j. Long Term Program Completion Form.
- 2.11.2 Documentation of the assessment must include, but not limited to:
- a. Demographic and identifying information
 - b. Statement of needs and treatment expectations from the offender
 - c. Presenting problem/situation and referral source
 - d. History of previous substance abuse and/or psychiatric treatment including number and type of admissions as well as any current psychiatric systems
 - e. A brief summary of health/medical history, if applicable
 - f. Current medications and identification of any medication allergies and adverse reactions
 - g. 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
 - h. 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)
 - i. Personal and social resources and strengths, including the availability and use of family, social, peer, and other natural support systems.
 - j. The offender's assessed readiness for change for both substance abuse and criminality.
- 2.11.3 The individualized treatment plan shall include the following information:

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

2.11.4 Progress notes shall include the following information:

- a. Description of the service provided.
- b. Date and actual time (beginning and ending times) the service was rendered.
- c. Legible signature and title of staff rendering services.
- d. Relationship of services to the individualized treatment plan, with references to specific goals, objectives and interventions.
- e. Description of offender's participation and response to services provided.
- f. A brief summary of important information shared by the offender during the session.
- g. Planned future actions by offender and/or staff.

2.11.5 The discharge summary shall include, regardless of discharge status, the following information:

- a. Admission and discharge dates
- b. Reasons for admission and referral source
- c. Statement of the problem
- d. Assessment summary completed according to specifics herein
- e. Description of services provided, progress, and outcomes achieved
- f. Medical status and any needs that require ongoing monitoring or support, including prescribed medications
- g. Reason for and type of discharge
- h. Continuing care/aftercare plan and a structured plan of recovery including relapse prevention guidelines plans for substance abuse and criminality

2.12 Personnel Requirements:

2.12.1 The contractor shall comply with the following personnel requirements:

- a. 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.
- b. 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.
- c. The contractor shall be responsible for the members of the contractor's staff who, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed or Certified Professional because of a professional standard or statutory regulation. The contractor shall only provide individuals requiring such supervision with the Department's prior approval.

- d. 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, current, or hereafter adopted, regarding operations and activities in and about all Department property.
- e. Clinical supervision of counselors will be distributed among DORS and contractor staff to achieve the desired level of collaboration and program integration. However, the contractor retains administrative responsibility for performance evaluation of contracted staff, their personnel records and performance plans/correctives, actions, etc. As indicated above, the contracted staff must be familiar with and continuously required to comply with Department policy and procedure.
- f. All contractor and subcontractor employees assigned to provide services under the requirements of the contract must be at least 21 years old and submit to and pass a background check conducted by the Department or its designee in order to be eligible to provide services in any facility. Such background check shall be equivalent to investigations required of all personnel employed by the Department.
- g. Offenders under active federal or state felony or misdemeanor supervision must receive written division director approval prior to becoming a contractor/employee on an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive written division director or designee approval in advance.
- h. 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.
- i. 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 substitute's performance potential. Approval of a substitution will not be reasonably withheld. In such instances, an amendment may be required.
 - 1) For the purposes of this contract, minimum staffing shall be defined as including the individual positions listed in the contractor's Exhibit H, Personnel Control Listing, included with its bid at the time of submission. The contractor shall maintain minimum staffing levels of treatment services personnel throughout all periods of this contract. Additions of staff members following contract award shall be considered as an increase to the contractor's minimum staffing levels.
 - 2) The contractor must provide written notification to the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services and copies provided to the Area Treatment Coordinator and the Warden if staffing falls below the minimum levels guaranteed in Exhibit H, Personnel Control Listing for a period in excess of two (2) weeks.
 - 3) 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.

- 4) The contractor shall report to the Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services when any personnel performing under the terms of the contract are terminated for disciplinary reasons. Whenever possible, a consultation should occur prior to staff terminations, but at minimum, the Warden and the Assistant Division, Director, Offender Rehabilitative Services for Substance Abuse Services shall be informed within forty-eight (48) hours of the termination.
 - j. 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, approved by Department, 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.
 - k. The contractor shall not bind any member of the contractor's staff to an agreement that would inhibit, impede, prohibit, restrain or in any manner restrict that member from accepting employment with other providers similarly situated.
 - 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 chief administrative officer/designee of the facility, and to the Assistant Division Director, 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 the means, and orient the staff members to such means, of resolving complaints or problems regarding the contractor's work at a Department Facility. Because of the unique nature of the work, close cooperation between the contractor and Department employees shall be required. However, the contractor is responsible to see that contractor's staff work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed and have adequate supervision. Adequate supervision includes access to supervisory personnel for staff problems to include, 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 upon a complaint from a member of the contractor.
 - 2) The contractor shall submit Exhibit H, Personnel Control Listing to the Warden; Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services; and designee on a monthly basis, and within the first five (5) working days of each month. Exhibit H must be thoroughly completed and up to date in its entirety including names, 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 person responsible for supervision and what percentage of FTE (Full Time Equivalent) is devoted to supervision.
- ³⁵₁₇ The contractor shall also provide to the DOC staff designated above an updated organizational chart reflecting supervisory relationships among the contracted staff. The chart will be submitted every six months, in July and January. If the individuals proposed on Exhibit H with the contract bid submitted are not the same individuals

employed by the contractor after contract award the contractor will submit a revised staffing plan no later than July 1, 2015.

- 3) For the purposes of the contract, an FTE shall be defined as a contractor position working two thousand eighty (2,080) hours annually, with all salary, benefits, and compensation paid for by the contractor.
- m. For the purposes of this contract, staffing shall include FTE's in the following positions: one (1) Program Manager, three (3) Substance Abuse Clinical Supervisors, and one (1) Life Skills/Employability Skills instructor. Additionally, staffing should include FTE's in the following positions: one (1) clerical assistant, twelve (12) SAC I and II's. The contractor shall minimally warrant a 1:25 counselor to offender ratio for all periods of the contract. The counselor to offender ratio of the contractor will count towards the overall ratio for the entire program.
- 1) In accordance with state program certification standards the Department and contractor will target the goal to achieve at least a 51% majority of certified, registered and licensed staff to provide clinical services for the treatment program.
 - ³⁵/₁₇ Department approved staffing ratios and/or patterns are essential for providing the services identified. The contractor shall maintain documentations and personnel records as specified by the Department.
 - ³⁵/₁₇ In the absence of a staff member, other qualified 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 position at a given time and related duties shall not conflict with each other.
 - ³⁵/₁₇ Any position vacated beyond 45 days shall require reimbursement to the Department unless documentation exists that consistent attempts were made to fill the position almost immediately from the time of the vacancy.
- n. The contractor shall provide one full time, on-site program manager who shall be responsible for organizing, coordinating and delivering treatment services in cooperation with the MTC Department Clinical Director, Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services. He or she may not be assigned to other duties on a regular basis. The contractor may provide additional program management staff if desired. It is expected that the Department's Clinical Director, Warden/designee and Program Manager will meet on a regular basis to discuss pertinent program, staff, and Department issues.
- o. The program manager should possess a minimum of a bachelor degree in a mental health related discipline or in the field of criminal justice, 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 Credentialing Board (MCB) Clinical Supervision Training. The program manager shall also hold Missouri licensure, certification, and registration or be eligible for same within one (1) year of assuming the position.
- p. The contractor's staff providing screening and intakes should be qualified substance abuse professionals or supervised by qualified substance abuse professionals. The contractor's staff providing assessments shall be qualified substance abuse professionals or supervised by qualified substance abuse professionals.
- q. Pathway to Change classes may be facilitated by skilled and appropriately trained staff who lack previous experience in substance abuse treatment; however, experience providing cognitive programming is preferred.

- r. Staffing patterns for the Intermediate, Offenders Under Treatment, and Long Term Treatment programs shall not exceed the ratio of one (1) staff person to twenty-five (25) offenders.
- s. Substance Abuse counselors providing any program services must receive continuous supervision from trained and credentialed supervisors. Direct services may be staffed in a flexible manner on the condition that the following is ensured:
 - 1) Counselors and supervisors who have experience and training in working with criminal justice offenders are preferred.
 - 2) Two counselors must have knowledge of and experience in working with offenders with co-occurring disorders.

Amendment 001 revised the below paragraph.
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- t. The contractor's clinical supervisors should possess a Master's degree in a mental health related area, and must possess appropriate certification, licensure or registration as well as complete the MCB Clinical Supervision Training. At least one (1) clinical supervision supervisor should possess a Master's degree in mental health related area, and must possess appropriate certification, licensure or registration and complete the MCB Clinical Supervision Training. The contractor shall have a minimum of three (3) clinical supervisors.
 - u. Employability Skills/Life Skills (ES/LS) Instructors will work in collaboration with the Department's Education staff to provide offenders a career assessment, basic education and skills to assist with a successful transition to the community upon release. ES/LS Instructors must minimally have a bachelor's degree in appropriate coursework or in the field of education and must have possession, or proof of eligibility to secure, an appropriate provisional, life or professional teaching certificate from the Missouri Department of Elementary and Secondary Education.
 - v. The contractor shall meet or exceed the minimum staffing requirements indicated herein.
- 2.12.2 The Department Clinical Director/designee may assist and advise in interviews, by request, and will approve selection of staff for the positions filled by the contractor.
- 2.13 Interpretive/Translation Services:** 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 shall bear the financial responsibility for such services.
- 2.13.1 The contractor shall coordinate all such services with the Department and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services and must receive approval for each interpreter/translator the program plans to utilize, prior to the interpreter/translator providing services.
- 2.14 Meeting, Reporting, and Audit Requirements:**
- 2.14.1 Meeting Requirements
- a. At the request of the Department, the contractor's manager 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.
 - b. The Warden/designee will meet on at least weekly with the contractor's onsite program administrator to discuss pertinent program/Department issues.

- c. The contractor shall actively participate in monthly contract/program oversight meetings, chaired by the Warden. When full contract implementation is achieved, meetings will be conducted, at minimum, on a quarterly basis.

2.14.2 Reporting Requirements

- a. The contractor shall design and implement monthly quality assurance (QA) activities to ensure appropriate contract compliance and service quality. A summary of monthly QA activities shall be maintained and forwarded to the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services, and the Warden 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 January, February, March), and July 15 (for the months April, May, June).
- b. Upon award of the contract, the contractor will provide to the Warden and the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services an initial quality assurance plan no later than September 1, 2015.
- c. The contractor will collaborate with the Warden to submit required monthly treatment center information reports to the Assistant Division Director, Offender Rehabilitative Services for Substance Abuse Services.
- d. 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 the needs of the Division and/or the Department.

2.14.3 Audit Requirements

- a. 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.
- b. 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.
- c. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
 - 1) The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 - 2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up that may be required to meet any performance or audit review requirements.
- d. 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.

2.14.4 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.

2.15 Other Requirements:

2.15.1 The contractor shall agree and understand 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 Wardens and the Assistant Director, Division of Rehabilitation Services, Substance Abuse Services prior to use. However, the contractor and DORS treatment staff will use the same department approved forms for consistency with the Department of Mental Health documentation criteria for all Quality Assurance activities required herein

2.15.2 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.

2.15.3 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.

2.16 Invoicing and Payment Requirements:

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

a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

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

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

2.16.2 On a daily basis, the Department shall conduct a head count of the population based upon the 300 beds assigned to the contractor at the modified therapeutic community and provide an electronic summary report to the contractor. The report shall include a count of offender in each program. 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 in each program shall be final and without recourse.

- 2.16.3 On or before the tenth day of each month, the contractor shall submit an itemized invoice the Department Fiscal Management unit and copy the warden. The invoice shall be structured alphabetically by offender name and service provided during the previous month. The contractor shall submit the invoice along with the program head count specified elsewhere herein to:

Missouri Department of Corrections
Attn: Accounts Payable
2729 Plaza Drive
Jefferson City, Missouri 65109

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

3. GENERAL REQUIREMENTS

3.1 Contract:

- 3.1.1 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". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 3.1.2 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.
- 3.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 3.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period:

- 3.2.1 The original contract period shall be as specified on the cover page of the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

3.3 Renewal Period:

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

3.4 Termination:

- 3.4.1 The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written 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 compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

- a. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. However, the Department may withdraw any or all of its clients before the end of the sixty (60) day period.

3.4.2 Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to ensure 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. If requested, 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.
- d. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at the address on the signature page of the contract or at an address the contractor may have requested in writing.

3.5 Deficiency Notice:

3.5.1 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 be given a minimum of 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 ten day period.

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

3.6 Contractor Liability:

- 3.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
 - a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

3.7 Contractor Status:

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

3.8 Conflict of Interest:

- 3.8.1 In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
 - a. In accordance with state and federal laws and regulations, state executive order and regulations and policies of the Department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
 - b. It is agreed that no Missouri state employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract, written approval shall be obtained from the director of the Department.

3.9 Insurance:

- 3.9.1 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

- a. Therefore, the contractor must have and maintain insurance in compliance with the following:
 - 1) Liability Insurance - The contractor must have 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. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability, etc. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and that the State of Missouri is protected as an additional insured.
 - b. The contractor shall provide written evidence of the insurance to the Department prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement naming the State of Missouri as an additional insured/loss payee, endorsement by representatives of the insurance company, etc.
 - c. In the event any insurance coverage is canceled, the Department must be notified immediately.

3.10 Incidental Beneficiaries:

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

3.11 Coordination:

- 3.11.1 The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.

3.12 Confidentiality:

- 3.12.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
 - a. The contractor shall maintain strict confidentiality of all offender information or records supplied to it by the Department or that that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/offender unless such disclosure is required by law.
- 3.12.2 The contractor shall agree that the Department utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the Department. In such situations and to

provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the Department.

3.13 Property of State:

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

3.14 Publicity:

3.14.1 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.

3.14.2 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.

3.15 Legal and Accounting Services:

3.15.1 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.

3.16 Price:

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

3.17 Subcontractors:

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

- 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 must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.18 Contractor's Employees:

- 3.18.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 3.18.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 3.18.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 3.18.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
 - a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
 - 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

- 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

3.18.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.18.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

3.19 Affidavit of Work Authorization and Documentation:

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

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

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

3.20 E-Verify:

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

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
- b. Provide to the Department the documentation required **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

3.20.2 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.

3.21 Participation by Other Organizations:

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

- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
- b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. 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 affidavit may be found by visiting the Department's website at [http:// oa.mo.gov/sites/default/files/bswaffidavit.doc](http://oa.mo.gov/sites/default/files/bswaffidavit.doc) or another affidavit providing the same information.

4. BIDDER’S INSTRUCTIONS

4.1 Submission of Bids

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

- a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.
- b. In addition to the original application, the applicant should 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 CD(s) or flash drive in PDF format and included with the original document.

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

- a. Each distinctive section should be titled and all material related to that category included therein.
- b. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

4.2 Bidder Clarification:

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

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

4.3 Contact:

4.3.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Procurement Officer identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.3.2 Bidders are cautioned not to contact any other employees of the Department concerning this procurement during the competitive bidding and evaluation processes. Inappropriate contacts are grounds for exclusions from this or future opportunities.

4.4 Evaluation and Award Process:

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

Cost.....	45 points
Experience and Reliability.....	15 points
Expertise of Personnel.....	15 points
Method of Performance.....	25 points

4.4.2 After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Department. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder’s expense. All arrangements and scheduling shall be coordinated by the Department.

4.5 Cost:

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

4.5.2 The bidder herein warrants that the price offered for services does 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.

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

4.5.4 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.

4.5.5 Objective Evaluation of Cost – The evaluation of cost will be based on the per day, per offender price the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the department over the potential life of the contract.

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 45 = \text{Total Cost Evaluation Points}$$

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

4.6 Experience and Reliability:

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

4.7 Expertise of Personnel:

4.7.1 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 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.

4.8 Method of Performance:

- 4.8.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Therefore, the bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.8.2 Description of Proposed Services - Exhibit C is provided for the bidder's use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the bidder's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the bidder should identify the paragraph or subparagraph number and then provide the additional elaboration describing the bidder's plans for performing or meeting the requirement.

4.9 Organizations for the Blind and Sheltered Workshop Preferences:

- 4.9.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 4.9.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- a. 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.
 - b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the 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. 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:
 - 1) 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.

- 2) Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). 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.
- d. A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- f. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.10 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:

- 4.10.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied. 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) 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 IFB issuance date by each SDVE or must provide a letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- ✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DEPARTMENT, the bidder **must** provide the following Service-Disabled Veteran (SDV) documents:
 - a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

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

- b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.11 Vendor Information Data Form:

- 4.11.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, such form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to doc.vendorinfo@doc.mo.gov.

4.12 Business Compliance:

- 4.12.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- ³⁵/₁₇ Registration of business name (if applicable)
- ³⁵/₁₇ Certificate of authority to transact business/certificate of good standing (if applicable)
- ³⁵/₁₇ Taxes (e.g., city/county/state/federal)
- ³⁵/₁₇ State and local certifications (e.g., professions/occupations/activities)
- ³⁵/₁₇ Licenses and permits (e.g., city/county license, sales permits)
- ³⁵/₁₇ Insurance (e.g., worker's compensation/unemployment compensation)

4.13 Contract Award:

- 4.13.1 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 4.13.2 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, Pricing Page

Assessment and Substance Abuse Treatment Services - The bidder shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. **All costs associated with providing the Assessment and Substance Abuse Treatment Services shall be included in the stated prices.**

Line #	Description	Original Contract Period <i>Firm, fixed price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>
001	Assessment and Substance Abuse Treatment Services	\$ _____ per day, per offender	\$ _____ per day, per offender	\$ _____ per day, per offender	\$ _____ per day, per offender

Employee Bidding/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

Percentage of ownership interest in bidder’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

_____ %

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification 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: _____

Authorized Signature: _____ Printed Name: _____

Date: _____ Email: _____

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

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

Bidder Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For):	
Name and Address of Reference Company:	
Name, Title, Telephone Number, and Email Address of Reference Contact Person:	
Dates of Service:	
If contract has terminated, specify reason:	
Annual Dollar Value of Services	
Description of Prior Services Performed	

EXHIBIT C**METHOD OF PERFORMANCE**

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

1. Bids should clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. 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.
2. If the bidder is requesting a waiver of any state program standard Department of Mental Health certification requirement(s) relating to services requested in this document, the bidder shall supply a copy of said request(s) with their bid submission.
3. The bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
4. The bidder should 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.
5. The bidder should detail how they will accommodate the requirements of the contract. The bidder should include their plan for ensuring the Department expectations for the quantity and timeliness of assessments is met.
6. The bidder should submit a program schedule and curriculum for each program requirement indicated in the bid document.
7. The bidder should submit their proposal for meeting group education requirements, to include hours per week and maximum group size.

EXHIBIT D
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.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	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 .
<u>BOX C:</u>	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 of Missouri 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 D, (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 D, (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.)

_____	_____
<i>Authorized Representative's Signature</i>	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 D, (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)	<i>Authorized Business Entity Representative’s Signature</i>
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer	Date
---------------------	------

**EXHIBIT E
PARTICIPATION COMMITMENT**

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

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

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

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

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

Expiration Date: _____

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

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

EXHIBIT G**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

STANDARDS:

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

- ³⁵/₁₇ 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;
- ³⁵/₁₇ Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
 - a. Having the management and daily business operations controlled by one (1) or more SDVs;
 - b. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - c. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

- ³⁵/₁₇ 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),
- ³⁵/₁₇ A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- ³⁵/₁₇ A completed copy of this exhibit.

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

- No, I have not previously submitted the SDV documents specified herein to the state agency and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.

Date SDV Documents were Submitted: _____

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

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

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.

- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered

an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

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

- f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or

deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.

- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 08/07/2014

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

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: 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: COMP DATE:</u>
COMMUNITY LINKS & RESOURCES USED TO ASSIST IN MEETING THE ABOVE GOALS & SPECIAL CONDITIONS:			
<u>NAME OF RESOURCE:</u>	<u>ADDRESS:</u>	<u>TELEPHONE:</u>	<u>CONTACT PERSON: APPT. DATE & TIME:</u>
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: