



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600328
TITLE: Polygraph Examination Services
ISSUE DATE: 12/18/15

REQ NO.: NR 931 YYY16708057
BUYER: Jacqueline Satterlee
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E-MAIL: jacqueline.satterlee@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 01/12/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

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

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

CONTRACT PERIOD: July 1, 2016 through June 30, 2017

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

Department of Corrections
Board of Probation and Parole
Various Locations

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

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

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

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.
 - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
 - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

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

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – I
- 6) Terms and Conditions
- 7) Attachments 1 – 5 - The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

1.2 Background Information:

1.2.1 Historically, approximately two-hundred (200) polygraph examinations are required in each region annually. (See Attachment #1 for the listing of the regions.) This number may be affected by recent reductions in the states operating budget.

1.2.2 The State of Missouri adheres to the American Polygraph Association (APA) Model Policy for Post Conviction Sex Offender Testing (PCSOT) regarding current polygraph models.

1.2.3 The current contracts for polygraph examination services expire June 30, 2016. The contract numbers are: C313075001 and C313075002.

- a. Viewing the Contract - A copy of the contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing> . In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z13075 or the contract number(s) shown above when searching for these documents.
- b. State Expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide clinical, non-interrogative polygraph examination services for sexual offenders supervised by the Department of Corrections, Board of Probation and Parole (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein.
- a. The contractor shall provide polygraph examination services in one or more of the regions identified on Attachment #1, and as specified on the Notice of Award issued by the Division of Purchasing.
- 2.1.2 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.1.3 The contractor shall adhere to the state agency's procedure D2-11.10 Staff Conduct (Attachment #2) and the established ethics, standards and practices of the American Polygraph Association (APA).
- 2.1.4 The contractor shall provide the services on an as needed, if needed basis.
- a. The State of Missouri makes no guarantee as to the minimum or maximum amount of the contractor's services which may be required.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.1.6 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Polygraph Examiner Requirements:

- 2.2.1 The contractor must furnish qualified polygraph examiner(s) to perform polygraph examinations that are professionally trained and experienced in polygraph examinations.
- a. Each of the contractor's polygraph examiners assigned to the contract must be approved by the state agency prior to providing services.
- b. The contractor's polygraph examiner(s) must have completed forty (40) hours of Post Conviction Sex Offender Polygraph Examination Training (PCSOT), recognized and approved by the state agency.
- c. The contractor shall not utilize persons convicted of a felony or any sex offense to conduct polygraph examinations.
- d. The state agency will complete a criminal record and background check on all personnel identified by the contractor to perform polygraph examinations. The contractor shall understand and agree that such background checks shall be equivalent to investigations required on all personnel employed by the state agency.
- 1) Within five (5) calendar days after notifications of the award of the contract and any time during the term of the contract when the contractor identifies additional polygraph examiners, the contractor shall provide the state agency with the following:
- a) A completed *Authorization for Release of Information Form (Attachment #3)*, individually signed by the contractor and each current or anticipated polygraph examiner who shall be assigned to the contract.

- b) A Confidentiality Oath Form (Attachment #4) individually signed by the contractor and each current or anticipated polygraph examiner who shall be assigned to the contract.
- 2) Annually thereafter, the state agency shall conduct a criminal record and background check during the birth month of each of the contractor's polygraph examiners.
- e. The contractor's polygraph examiners must be in good standing and an active member of the APA and shall abide by the APA ethics and standards.
 - f. The contractor's polygraph examiners must successfully complete thirty (30) hours of continuing education credit for every two (2) year period; fifteen (15) of those hours shall pertain to specialized sex offender polygraph training. The contractor shall provide verification of each polygraph examiners training annually to the state agency.
- 2.2.2 The contractor's polygraph examiners shall participate in eight hours of cross training annually with the state agency, scheduled by the state agency liaison.
- a. The contractor and the state agency shall mutually agree upon the designated site, time, and place for the cross training.
 - b. In the event of an unresolved dispute regarding the site, time, or place, the decision of the state agency shall be final and without recourse.
- 2.2.3 If requested by the state agency, the contractor shall replace any polygraph examiners who fail to meet the minimum qualifications stated herein or fail to adhere to the ethical standards and practices of the APA.
- 2.3 Performance Requirements:**
- 2.3.1 With input from the contractor and community treatment providers, the state agency shall develop a Sexual History Questionnaire form. With input from the state agency, the contractor shall develop a Release of Information form. The Sexual History Questionnaire and Release of Information forms shall be mutually agreeable to the contractor and the state agency; however, the state agency shall have final approval.
- a. The Sexual History Questionnaire will be utilized in conjunction with Exam 1-Initial Polygraph. The purpose of the Sexual History Questionnaire is to identify, review, and organize sexual behaviors of the offender prior to the date of conviction of the sexual offense.
 - b. The Release of Information form, once signed by the sexual offender, will allow the contractor to release the results of the polygraph examination and Sexual History Questionnaire to the state agency and to the offender's treatment provider.
- 2.3.2 The contractor shall perform all polygraph examination services at designated sites, dates, and times that are mutually agreed upon between the contractor and the state agency. Designated sites may include the contractor's place of business, a state agency office or facility (see Attachment #1), a treatment provider's place of business, or any other site as agreed upon by the treatment team. The treatment team consists of the probation and parole officer, treatment provider, and the polygraph examiner.
- a. The state agency will schedule polygraph examinations.
 - b. The contractor shall agree and understand that state agency offices will be available for polygraph examinations during core business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m.) and may be available outside of core business hours, provided the contractor and the state agency can develop a mutually agreeable date and time.

2.3.3 Polygraph Examination Preparations: For each referral by the state agency for an Exam 1-Initial Polygraph, the contractor shall require the sexual offender to complete the Sexual History Questionnaire form and the Release of Information form. The contractor shall have the sexual offender complete the forms prior to the day of the polygraph examination.

2.3.4 Administering the Polygraph Examination:

a. The contractor shall administer either or both of the following types of polygraph examinations, as required by the state agency, in order to provide the state agency with information to assist the state agency and treatment provider in the supervision and treatment of the sexual offender.

1) Exam 1 – Initial Polygraph

a) While reviewing the Sexual History Questionnaire, the contractor shall conduct a Sexual History Examination to evaluate the sexual offender. The Sexual History Examination shall refer to the sexual offender's lifetime history of victimizing others and the offender's sexual deviant behaviors prior to the offender's date of conviction, excluding the offense for which the sexual offender is under supervision.

b) The contractor shall conduct an Instant Offense Examination, which shall be event specific focusing on denial issues related to the circumstances of the sexual offense for which the offender is currently being supervised as a sexual offender.

2) Exam 2 – Maintenance Examination/Sex Offense Monitoring Examination

a) The contractor shall conduct Maintenance Examinations focusing on unknown incidents from the date of the offender's conviction to the present, to ensure compliance with supervision plans involving treatment and conditions of probation and parole. The supervising probation and parole officer shall refer an offender for a Maintenance Examination based on the sexual offender's behavior and case activity.

b) The contractor shall conduct Sex Offense Monitoring Examinations to address concerns regarding a specific incident while under supervision or as a follow-up from a previous Maintenance Examination regarding high-risk behavior.

b. The contractor shall conduct each polygraph examination session to be a minimum of ninety (90) minutes in duration from the start of the pre-test phase through the end of the post-test phase. The polygraph examination session begins when the sexual offender enters the examination room with the polygraph examiner and ends when the sexual offender leaves the examination room. Each polygraph examination session shall include the following three phases:

1) The pre-test phase provides an opportunity for the offender to ask any questions of the polygraph examiner about the procedure and the polygraph examiner explains what occurs during the polygraph examination prior to the administering the polygraph examination.

2) The In-test phase provides a time frame for the offender to take the actual polygraph examination.

3) The post-test phase provides an opportunity for the examiner to explain what happens in regards to the submission of the results and to address any other questions or statement by the sexual offender after the polygraph examination is completed.

c. Each of the contractor's examiners shall not perform more than five (5) polygraph examinations in one day, with a maximum of three (3) Exam 1 - Initial Polygraphs per day.

- d. The contractor shall utilize recognized comparison question techniques for which there is evidence of validity and reliability involving the three (3) question types outlined by the APA: (1) Relevant, (2) Control, and (3) Structure.

2.3.5 The contractor shall not, under any circumstances, use practices not recognized by the APA in the polygraph examination, nor violate any guidelines established by the Federal Crime Commission or any state or federal agency having jurisdiction.

2.3.6 Polygraph Examination Equipment: The contractor shall use a computerized polygraph instrument or a state-of-the-art four (4) or five (5) channel polygraph instrument that records the physiological phenomena of respiration, galvanic skin response, and the cardiovascular system.

2.3.7 At a minimum, the contractor shall calibrate the polygraph instrument according to the manufacturer's guidelines. The contractor shall provide the state agency with a copy of the manufacturer's guidelines and verification of calibration as outlined by the manufacturer. The contractor shall maintain calibration charts to document instrument operations and maintain those charts for no less than two (2) years.

2.4 Reporting Requirements:

2.4.1 Results - By no later than ten (10) working days after the completion of each polygraph examination, the contractor must provide the state agency with a written narrative analysis of each polygraph examination with professional scientific and objective conclusions based on an analysis of the polygraph chart readings and information obtained during the polygraph examination process. The format and method of dissemination of the results shall be mutually agreed upon between the contractor and the state agency. In the event of an unresolved dispute regarding the format and method of dissemination, the decision of the state agency shall be final and without recourse.

- a. At the same time as the contractor provides the written narrative analysis to the state agency, the contractor shall provide an electronic copy of the analysis to the sexual offender's treatment provider at the e-mail address provided to the contractor by the state agency.

- b. If inaccuracies are located in the analysis, the contractor shall notify the state agency and treatment provider within three (3) working days of discovery and provide a corrected analysis within seven (7) working days of notification of the inaccurate analysis.

2.4.2 Audit – The contractor shall agree and understand that at least one of every ten analyses will be submitted by the state agency to the state agency's liaison for an accuracy audit. The state agency will provide the contractor with information regarding the person who will be conducting the audits.

2.5 Additional Requirements:

2.5.1 The contractor must notify the state agency of any personnel investigation, and shall provide the state agency with a copy of any investigation results and letters of reprimand issued to the contractor by a professional organization (e.g. APA) within thirty (30) calendar days of notification of an investigation, results, and/or receipt of a letter of reprimand.

2.5.2 The contractor shall secure all necessary permits and licenses related to the performance of services under the contract as required by laws promulgated by federal, state, and local governments.

2.6 Invoicing and Payment Requirements:

2.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

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

2.6.2 Invoicing – By no later than the fifth (5th) business day after the end of each month, the contractor shall submit a monthly itemized invoice to the state agency at the address below. The contractor shall not invoice for no more than five (5) polygraph examinations per day, per examiner.

- a. The contractor shall submit invoices to:

Missouri Department of Corrections
Attn: Accounts Payable
P.O. Box 236
Jefferson City, Mo 65102

- b. For each invoiced polygraph examination, the contractor shall include the following information with the monthly invoice:
 - 1) Offender's full name,
 - 2) District where offender is being supervised,
 - 3) Type of each polygraph examination given,
 - 4) Date of each polygraph examination, and
 - 5) Total amount of each polygraph examination (as stated on the Pricing Page), the amount paid by the offender, and the amount invoiced to the state agency.

2.6.3 Payments - After receipt and approval by the state agency of a properly completed invoice and all supporting documentation, the contractor shall be paid at the firm, fixed price per polygraph examination as indicated on the Pricing Page, less the amount paid by the offender, for each polygraph examination actually performed by the contractor during the invoiced period.

- a. The state agency shall be responsible for payment to the contractor for the first polygraph examination. In the event the sexual offender refuses to participate in the entire first polygraph examination, the contractor may charge the state agency the firm, fixed price as indicated on the Pricing Page for an incomplete polygraph examination.
- b. The contractor shall agree and understand that the sexual offender is responsible for the cost of subsequent polygraph examinations. The contractor must obtain the payment from the sexual offender prior to administering the polygraph examination. The contractor may accept advance and partial payments from the sexual offender for future polygraph examinations. However, the contractor shall refund payments to the sexual offender for polygraph examinations that were not conducted due to the sexual offender being unavailable for supervision (e.g. incarcerated, hospitalized, or detained). The contractor shall not charge the sexual offender more than the firm, fixed price indicated on the Pricing Page.
 - 1) If the state agency determines that a sexual offender is indigent, the state agency will pay for the polygraph examination. The state agency will notify the contractor of an indigent sexual offender prior to the contractor administering the polygraph examination.

- c. If the offender has been scheduled for the polygraph examination but the offender does not report for the appointment even though the state agency notified the offender of the appointment date, time and location, it shall be considered a No Show.
 - 1) Prior to declaring an offender a No Show for an appointment, the polygraph examiner must obtain verification from the offender's supervising officer on the Polygraph Follow-Up Form (Attachment #5).
 - 2) The contractor may charge the sexual offender the firm, fixed price as indicated on the Pricing Page for a No Show. However, the contractor shall deduct any payment already received by the contractor from the offender for the No Show

2.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.7 Other Contractual Requirements:

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

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.7.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing 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.

2.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the 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. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does *not permit the specified renewal pricing increase or even a portion thereof*, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

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

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

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, *harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.*
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

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

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

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

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

- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor 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.

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

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

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

2.7.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, *Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization* affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, *Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization*.

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

2.7.11 Prison Rape Elimination Act (PREA) Requirements:

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

2.7.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees,

harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

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

2.7.15 **Confidentiality:**

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

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

2.8 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.8.1 **Applicable Laws and Regulations** - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

a. **Uniform Administrative Requirements** - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

b. **Cost Principles:** 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87); 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122); 2 CFR 220 Educational Institutions (OMB Circular A-21); 48 CFR 31.2 – For-Profit Organizations; and 45 CFR 74 Appendix E – Hospitals.

2.8.2 **Steven's Amendment** – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

a. The percentage of the total costs of the program or project which will be financed with Federal funds;

b. The dollar amount of Federal funds for the project or program; and

c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.8.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used

to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

- 2.8.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.8.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.8.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.8.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.8.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.8.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>)
- 2.8.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.8.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 2.8.12 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

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

2.9 Business Associate Provisions:

2.9.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - 4) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - 5) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 6) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - 7) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - 8) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 9) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

2.9.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

2.9.3 Obligations and Activities of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

- e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any

such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.9.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.9.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.9.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
 - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
 - b. The vendor should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- 3.1.3 Open Records - Pursuant to section 610.021, RSMo, the vendor's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing imaging system.
- a. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid & Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- b. In preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. The proposal should be page numbered.
 - b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
 - c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained.
 - c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 Competitive Negotiation of Proposals** - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
 - 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
 - 3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

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

Evaluation Criteria Scoring Category	Maximal Points
Cost	90 points
Vendor's Experience and Reliability, and Expertise of Personnel	80 points
Method of Performance	20 points
MBE/WBE Participation	10 points
TOTAL	200 points

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

3.3.3 Separate evaluations shall be conducted for each of the individual regions. The State of Missouri intends to make one (1) award per region.

3.4 Evaluation of Cost:

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

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

400 Initial Polygraph - Sexual History Examinations	50 Initial Polygraph - Instant Offense Examinations
180 Maintenance Examinations	180 Sex Offense Monitoring Examinations
1 Incomplete Polygraph Examination	1 No Show

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

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

b. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

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

3.5.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances

related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

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

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

- a. Personnel Expertise - The vendor should provide the information requested on Exhibit C for each key person proposed to provide the services required herein.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- b. Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- c. Licenses - The vendor should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

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

3.6.1 Description of Proposed Services – Exhibit D is provided for the vendor'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 vendor's understanding of the requirements and ability and methodology to successfully perform. When

responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor’s plans for performing or meeting the requirement.

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

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

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

3.7.2 The vendor’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

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

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

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

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

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

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

3.7.6 Definition -- Qualified MBE/WBE:

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

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

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

3.8 Miscellaneous Submittal Information:

3.8.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or

services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

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

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

b. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

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

<http://www.lhbindustries.com>

<http://www.alhaphointe.org>

- d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Service-Disabled Veteran Enterprises (SDVEs) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors 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 vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor 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 vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
 - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ A copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - ✓ A copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However,

the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

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

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor 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.

3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.

3.8.4 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the proposal. This document must be satisfactorily completed prior to award of the contract.

3.8.5 The vendor should complete and submit Exhibit I, Miscellaneous Information.

3.8.6 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

4. PRICING PAGE

4.1 **Polygraph Examination Services** - The vendor shall specify the region(s) proposed by completing the appropriate table below with a firm, fixed prices for the original contract period and maximum prices for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, including all education and training costs, and travel, shall be included in the stated prices. The offeror must not quote a price of more than one-hundred dollars (\$100.00) for any contract period for an incomplete polygraph examination and for a No Show.

Eastern Region				
Line Item #	Description	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
1	Exam 1-Initial Polygraph-Sexual History Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
2	Exam 1-Initial Polygraph Instant Offense Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
3	Maintenance Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
4	Sex Offense Monitoring Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
5	Incomplete Polygraph Examination	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>
6	No Show	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>

North Central Region				
Line Item #	Description	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
7	Exam 1-Initial Polygraph Sexual History Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
8	Exam 1-Initial Polygraph Instant Offense Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
9	Maintenance Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
10	Sex Offense Monitoring Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
11	Incomplete Polygraph Examination	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>
12	No Show	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>

Southeast Region				
Line Item #	Description	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
13	Exam 1-Initial Polygraph Sexual History Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
14	Exam 1-Initial Polygraph Instant Offense Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
15	Maintenance Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
16	Sex Offense Monitoring Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
17	Incomplete Polygraph Examination	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>
18	No Show	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>

Southwest Region				
Line Item #	Description	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
19	Exam 1-Initial Polygraph Sexual History Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
20	Exam 1-Initial Polygraph Instant Offense Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
21	Maintenance Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
22	Sex Offense Monitoring Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
23	Incomplete Polygraph Examination	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>
24	No Show	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>

Western Region				
Line Item #	Description	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
25	Exam 1-Initial Polygraph Sexual History Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
26	Exam 1-Initial Polygraph Instant Offense Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
27	Maintenance Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
28	Sex Offense Monitoring Examination	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>	\$ _____ <i>per completed examination</i>
29	Incomplete Polygraph Examination	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>	\$ _____ <i>per incomplete examination</i>
30	No Show	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>	\$ _____ <i>per no show</i>

EXHIBIT A**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- c. Provide a list of and a short summary of information regarding the vendor's current contracts/clients.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- e. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- f. Provide a copy of any letters of reprimand issued to the offeror by a professional organization. (e.g. APA).
- g. Identify the number of years providing polygraph examination services, including describing the vendor's experience with the federal and State of Missouri probation/parole population.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The vendor should copy and complete this form documenting the vendor and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor 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.

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT C

EXPERTISE OF PERSONNEL

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D**METHOD OF PERFORMANCE**

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

1. Type of polygraph equipment used and methodology to demonstrate the instrument was calibrated and working properly at the time of each polygraph examination.
2. Identify subcontractors that will be working as a third party polygraph examiner and the offeror's method to monitor the subcontractors and the offeror's method of ensuring quality polygraphs.
3. Suggested formats for: a) reporting polygraph results to the state agency; b) the Sexual History Questionnaire; and c) Release of Information Form.
4. Miscellaneous organizational and Personnel Information
 - Bond Coverage for Polygraph Examiners
 - Permits and/or licenses as required by law
5. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) the relationship of service personnel to management and support personnel, (2) the names of the personnel and the working titles of each, and (3) any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.
6. Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT E

PARTICIPATION COMMITMENT

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

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

Place a check in the appropriate box below for the region proposed. There should only be **ONE** box checked. If proposing multiple regions, copy and complete this Participation Commitment Exhibit for each proposed region.

Region		
<input type="checkbox"/> Eastern Region	<input type="checkbox"/> North Central Region	<input type="checkbox"/> Southeast Region
<input type="checkbox"/> Southwest Region	<input type="checkbox"/> Western Region	

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

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

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

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 vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor 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 vendor identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

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

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

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

Expiration Date: _____

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

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

EXHIBIT F, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

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

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

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

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

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT G

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing 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 G, 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 vendor must perform/provide each of the following. The vendor 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.uscis.gov/e-verify>; 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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 G, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor 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)

_____	_____
<i>Signature of Notary</i>	Date

EXHIBIT G, 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 vendor’s name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s
Name (Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT H

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

MISCELLANEOUS INFORMATION

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details:		
1. _____ Unique good or service. <ul style="list-style-type: none"> EXPLAIN: _____ 		
2. _____ Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> Identify foreign country: _____ 		
3. _____ Economic cost factor exists <ul style="list-style-type: none"> EXPLAIN: _____ 		
4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____% Specify what contract work would be performed outside the United States: _____ 		

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

Vendors 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 vendor or any owner of the vendor'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 vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

3. **Registration of Business Name (if applicable) with the Missouri Secretary of State** - The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

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

Attachments

The attachments are separate links that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.

**STATE OF MISSOURI
DIVISION OF PURCHASING**

TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
 - 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.
 - n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end 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 operations of Purchasing.
 - 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 Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 10-19-15

PROBATION AND PAROLE OFFICE LOCATIONS

REGION	DIST	COUNTY	LOCATION	ADDRESS	ZIP CODE
Eastern	17	St. Charles	St. Charles	211 Compass Point Drive	63301
Eastern	7B	St. Louis City	St. Louis City Probation	1114 Market Street, Room 200, 2 nd Floor	63101
Eastern	7C	St. Louis City	St. Louis City Central	111 N. 7 th Street, Room 150	63101
Eastern	7S	St. Louis City	St. Louis City South	3101 Chouteau	63103
Eastern	8C	St. Louis County	St. Louis County Central	9441 Dielman Rock Island Drive	63132
Eastern	8E	St. Louis County	St. Louis County East	4040 Seven Hills Drive, Suite 273	63033
Eastern	8N	St. Louis County	St. Louis County North	8501 Lucas & Hunt Blvd., Suite 120	63136
Eastern	8S	St. Louis County	St. Louis County South	7545 S. Lindbergh Blvd., Suite 120	63125
Eastern	EC	St. Louis County	Eastern Region Community Corrections	220 S. Jefferson, St. Louis	63103
Eastern	EP	St. Louis City	Eastern Region Primary	220 S. Jefferson, St. Louis	63103
Eastern	ERA	St. Louis City	Eastern Regional Admin.	220 S. Jefferson, 2 nd Floor, St. Louis	63103
REGION	DIST	COUNTY	LOCATION	ADDRESS	ZIP CODE
North Central	3	Marion/Ralls	Hannibal - CSC	2002 Warren Barrett Drive	63401
North Central	6	Boone	Columbia	1500 Vandiver, Suite 110	65202
North Central	11	Phelps	Rolla	1105 Kingshighway	65401
North Central	18	Randolph	Moberly	1150 S. Morley	65270
North Central	20	Camden	Camdenton	409 W. Hwy 54	65020
North Central	26	Callaway	Fulton-CSC	1397 State Route O, P.O. Box 6008	65251
North Central	27	Cole	Jefferson City	2705 W. Main Street	65109
North Central	29	Pettis	Sedalia	205 Thompson Road	65301
North Central	34	Camden/Miller	Lake Ozark	101 Crossings West, Suite 103, PO Box 2509	65049
North Central	38	Lincoln	Troy	311 Travis Blvd.	63379
REGION	DIST	COUNTY	LOCATION	ADDRESS	ZIP CODE
Southeast	12	St. Francois	Farmington - CSC	1430 Doubet Road	63640
Southeast	14	Scott	Sikeston	102 Arthur Drive	63801
Southeast	15	Jefferson	Hillsboro	4621 Yeager Road	63050
Southeast	16	Franklin	Union	3 Truman Court	63084
Southeast	22	Cape Girardeau	Cape Girardeau	3463 Armstrong Drive	63703
Southeast	23	Dunklin	Kennett-CSC	1401 Laura Drive PO Box 100	63857
Southeast	25	Butler	Poplar Bluff-CSC	1441 Black River Industrial Park Road	63901
Southeast	31	Pemiscot	Caruthersville	911 Hwy 84, PO Box 940	63830
Southeast	36	Washington	Potosi	23 Southtowne Drive	63664
Southeast	37	Stoddard	Dexter	1003 Wildwood, Suite A	63841
Southeast	41	Mississippi	Charleston	305 South Cooper	63834
REGION	DIST	COUNTY	LOCATION	ADDRESS	ZIP CODE
Southwest	9	Jasper	Joplin	1919 Rangeline Rd.	64801
Southwest	10	Greene	Springfield	2530 H. South Campbell	65807
Southwest	13	Howell	West Plains	1580 Imperial Center	65775
Southwest	21	Taney	Branson	2720 Shepherd of the Hills Expressway, Suite A	65616
Southwest	30	Vernon	Nevada	330 S. Prewitt	64772
Southwest	33	Newton	Neosho	1845 Laquesta Drive	64850
Southwest	35	Laclede	Lebanon	300 South Jackson	65536
Southwest	42	Christian	Nixa	301 E Highway CC, Suite 4	65714
Southwest	43	Lawrence	Aurora	27 W Locust,	65605
Southwest	10R	Greene	Springfield - SW Regional	1735 Catalpa, Suite A	65807
REGION	DIST	COUNTY	LOCATION	ADDRESS	ZIP CODE
Western	1	Buchanan	St. Joseph - CSC	3305 Faraon Street	64506
Western	2	Clinton/DeKalb	Cameron	207 East McElwain, Suite B	64429
Western	4	Jackson	Kansas City	1730 Prospect, 2 nd Floor	64127
Western	5	Johnson	Warrensburg	505 N Ridgeview Suite D	64093
Western	19	Clay	Liberty	910 Kent	64068
Western	24	Jackson	Independence	14440 E. 42 nd Street	64055

PROBATION AND PAROLE OFFICE LOCATIONS

Western	28	Cass	Belton	836 North Scott	64012
Western	32	Lafayette	Lexington	1102 Main Street	64067
Western	39	Grundy	Trenton	1601 E. 30 th	64683
Western	4B	Jackson	Kansas City Pre Trial	615 E. 13th St., Ste G7	64106
Western	4C	Jackson	Kansas City Central	8800 Blue Ridge Boulevard, Suite 300A	64138
Western	4W	Jackson	Kansas City West	1330 Brushcreek	64110

**MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL**

D2-11.10 Staff Member Conduct

Effective Date: October 5, 2013

Signature on File

George A. Lombardi, Department Director

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

A. **AUTHORITY:** Sections 105.055, 217.040, Chapter 36, 1CSR 20-3.070.2 RSMo.

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

II. DEFINITIONS:

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

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

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

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

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

- i. niece,
- j. nephew, and
- k. cousin.

E. **Immediate Family:** For the purpose of this procedure, immediate family shall include:

- 1. spouse,
- 2. parents/step-parents and their spouses,
- 3. siblings/step-siblings and their spouses, and
- 4. children/step-children and their spouses.

F. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.

G. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.

H. **Staff Member:** Any person who is:

- 1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
- 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;
- 3. a volunteer in corrections;
- 4. a student intern;
- 5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

I. **Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

A. **PROFESSIONAL PRINCIPLES OF CONDUCT:** In order to pursue organizational excellence staff members are expected to adhere to the following professional principles and conduct:

- 1. strive toward excellence in the day to day work activities;
- 2. treat all persons respectfully, fairly, honestly and with dignity;
- 3. perform duties responsibly;
- 4. empower and assist other staff members to perform their jobs in a responsible manner;
- 5. accept and respect the differences in people;

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

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS:

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

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4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home,
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment/volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
 5. Staff members must avoid disclosing to offenders/ex-offenders any personal information about themselves or other staff.
 6. Staff members must not, give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender/ex-offender or the offender's,
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
 7. Staff members must not, except as authorized in the normal course of duty, receive from, or give anything to, an:
 - a. offender/ex-offender or the offender's,
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or

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

(4) spouse.

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

C. REPORTING CRIMINAL MISCONDUCT:

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

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

D. REPORTING MISCONDUCT:

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

E. REPORTING MISMANAGEMENT:

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

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS:

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

IV. REFERENCES:

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

V. HISTORY:

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

Attachment #3

DEPARTMENT OF CORRECTIONS

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Department of Corrections, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand the State of Missouri, Department of Corrections, may conduct a background investigation and/or before rendering a decision regarding my eligibility to perform services for the Department of Corrections and this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Corrections and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth Date

Applicant's Social Security Number

Attachment #4

STATE OF MISSOURI, DEPARTMENT OF CORRECTIONS

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition of affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Name (Please Print)

Signature

Date

Witness Name (Please Print)

Witness Signature

Date

Attachment #5
Polygraph Follow-Up

Name of Offender	DOC Number
Tested Offense	
Supervision Status	Probation Parole CR
Tested Unable to Test No Show	
If unable to test or no show, please explain why:	
Polygraph Exam Date:	
Number of Prior exams administered:	
Type Test:	Disclosure Maintenance
Results:	Deceptive Truthful Inconclusive
Did the offender make any disclosures? Yes No	
If yes, check the appropriate box:	
New Offense	What was the charge:
Violation of Supervision	Conditions Violated:
High Risk Behaviors:	
Substance Abuse	Missing Treatment
Contact with Minors	Using Pornography
Contact with Victim	Cruising
Access to Internet	Using Prostitutes
Masturbating to Deviant sexual fantasies	Residence
Frequenting parks	Other: Must explain
	Other:
What actions were taken after receiving the polygraph results? (check all that apply)	
Reported Information to Law Enforcement	
Reported Information to Child Abuse Hotline	
Reported Information to Therapist	
Increased level of supervision	
Restricted driving/ driving log assigned	
Curfew	
Requested further polygraph testing	
Arrest by law enforcement PO	
Issued a Warrant	
Submitted a violation report – Recommendation:	
Other:	

Probation and Parole Officer District # Date

Supervisor District # Date

(12-11)

Distribution: e-mail/fax to CO designee, file