



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: B2Z11019
 RFP NO.: B2Z11019
 TITLE: OFFENDER TELEPHONE SYSTEM
 ISSUE DATE: 04/01/11

REQ NO.: NR 300 31501000001
 BUYER: Brent Dixon
 PHONE NO.: (573) 751-4903
 E-MAIL: brent.dixon@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 04/08/11 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

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

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI
 OFFICE OF ADMINISTRATION, INFORMATION TECHNOLOGY SERVICES DIVISION

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

TITLE: OFFENDER TELEPHONE SYSTEM

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

Prospective offerors are hereby notified of the following revisions to the RFP:

1. REVISED paragraph 2.11.1 b
2. REVISED paragraph 2.11.1 j
3. REVISED paragraph 2.11.4
4. REVISED paragraph 2.11.8
5. ADDED paragraph 3.20.2 a
6. REVISED Exhibit A, Section A.1
7. REVISED Exhibit A, Section A.3
8. REVISED Exhibit A, Section A.5
9. ADDED Exhibit C, Section C.1 7



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

**AMENDMENT NO.: 004
RFP NO.: B2Z11019
TITLE: OFFENDER TELEPHONE SYSTEM
ISSUE DATE: 03/01/11**

**REQ NO.: NR 300 31501000001
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 03/09/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. *Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.*

RETURN PROPOSAL AND AMENDMENT(S) TO:

**(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809**

**(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

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THROUGHOUT THE STATE OF MISSOURI
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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	

TITLE: OFFENDER TELEPHONE SYSTEM

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

Prospective offerors are hereby notified of the following revisions to the RFP:

1. REVISED paragraph 2.1.13
2. ADDED paragraph 4.3.9
3. REVISED Exhibit A, Section A.4
4. ADDED Exhibit A, Section A.5
5. ADDED Exhibit C, Section C.1 6.



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

AMENDMENT NO.: 003
RFP NO.: B2Z11019
TITLE: OFFENDER TELEPHONE SYSTEM
ISSUE DATE: 02/23/11

REQ NO.: NR 300 31501000001
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/09/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

TITLE: OFFENDER TELEPHONE SYSTEM

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

Prospective offerors are hereby notified of the following revisions to the RFP:

1. Changed Closing Date:
As Stated: Return bid no later than 02/25/11 at 2:00 pm
Change to: Return bid no later than 03/09/11 at 2:00 pm
2. REVISED paragraph 2.2.13
3. REVISED paragraph 2.4.4
4. REVISED paragraph Exhibit A, Section A.1



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

**AMENDMENT NO.: 002
RFP NO.: B2Z11019
TITLE: OFFENDER TELEPHONE SYSTEM
ISSUE DATE: 02/09/11**

**REQ NO.: NR 300 31501000001
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 02/25/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

**DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809**

or

(Courier Service)

**DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

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CITY, STATE, ZIP CODE

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IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
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TITLE: OFFENDER TELEPHONE SYSTEM

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Prospective offerors are hereby notified of the following revisions to the RFP:

1. DELETED Section 3.8 and its subparagraphs



**STATE OF MISSOURI
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REQUEST FOR PROPOSAL (RFP)**

AMENDMENT NO.: 001
RFP NO.: BZZ11019
TITLE: OFFENDER TELEPHONE SYSTEM
ISSUE DATE: 01/25/11

REQ NO.: NR 300 31501000001
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 02/25/11 AT 2:00 PM CENTRAL TIME

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AUTHORIZED SIGNATURE		DATE	
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TITLE: OFFENDER TELEPHONE SYSTEM

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

Prospective offerors are hereby notified of the following revisions to the RFP:

1. Changed Closing Date:
As Stated: Return bid no later than 02/08/11 at 2:00 pm
Change to: Return bid no later than 02/25/11 at 2:00 pm
2. REVISED paragraph 1.5.2
3. REVISED paragraph 1.5.4
4. REVISED paragraph 1.7.2
5. REVISED paragraph 2.1.7
6. REVISED paragraph 2.1.8
7. ADDED paragraph 2.1.13
8. REVISED paragraph 2.2.13
9. REVISED paragraph 2.3.4
10. REVISED paragraph 2.3.5
11. ADDED subparagraphs 2.3.5.a – 2.3.5.g
12. ADDED subparagraph 2.3.7.g
13. DELETED paragraph 2.3.9
14. ADDED subparagraphs 2.3.10.a and 2.3.10.b
15. REVISED paragraph 2.4.3
16. REVISED paragraph 2.4.4
17. REVISED paragraph 2.4.5
18. REVISED paragraph 2.5.3
19. REVISED paragraph 2.5.8
20. REVISED paragraph 2.5.9
21. REVISED paragraph 2.8.2
22. DELETED paragraph 2.8.4
23. REVISED paragraph 2.9.5
24. REVISED paragraph 2.11.8
25. REVISED paragraph 2.18.3
26. REVISED paragraph 2.18.3.b
27. REVISED paragraph 2.18.4
28. REVISED paragraph 2.18.4.b
29. ADDED paragraph 2.18.8
30. REVISED paragraph 2.23.1
31. ADDED paragraph 2.23.3.b
32. REVISED paragraph 3.13.1
33. REVISED paragraph 3.18.1
34. REVISED paragraph 3.22.1
35. ADDED paragraph 4.3.8
36. REVISED paragraph 4.6.1
37. REVISED paragraph 4.6.7
38. REVISED subparagraph 4.7.1.a.1)
39. REVISED Exhibit A
40. ADDED paragraph C1.1.4 in Exhibit C
41. ADDED paragraph C1.1.5 in Exhibit C
42. REVISED Exhibit D
43. REVISED Attachment #1
44. ADDED Attachment #3



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

**RFP NO.: B2Z11019
TITLE: OFFENDER TELEPHONE SYSTEM
ISSUE DATE: 12/20/10**

**REQ NO.: NR 300 31501000001
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 02/08/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

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	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

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AUTHORIZED SIGNATURE		DATE	
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1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the provision of an offender telephone service for the Office of Administration, Information Technology Services Division for various existing and future correctional institutions operated by the Missouri Department of Corrections (referred to hereinafter as the "state agency"), and to provide all operator assisted and automated telephone services to the offenders in accordance with the requirements and provisions stated herein.

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

- Section 1: Introduction and General Information
- Section 2: Functional, Technical, and Performance Requirements
- Section 3: Contractual Provisions and Requirements
- Section 4: Proposal Submission Information and Requirements
- Exhibit A: Pricing (Cost)
- Exhibit B: Experience and Reliability of Organization
- Exhibit C: Proposed Method of Performance, Solution Functionality, and Expertise of Personnel
- Exhibit D: Participation by Other Organizations
- Exhibit E: Missouri Service-Disabled Veteran Business Preference
- Exhibit F: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
- Exhibit G: Miscellaneous Information
- Attachment 1: Missouri Correctional Institutions
- Attachment 2: Department of Corrections Confidentiality Document
- Terms and Conditions

1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Monday, January 10, 2011 beginning at 9:30 a.m. Central Time in Room 400 of the Harry S Truman State Office Building in Jefferson City, Missouri.

1.2.2 Pre-Proposal Conference Agenda - The RFP will be used as the agenda for the pre-proposal conference.

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

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

- b. During the Pre-Proposal Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the offeror to orally address any issues previously presented to the buyer by the offeror that the buyer of record may have failed to address.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Formal minutes of the conference will not be maintained.

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

1.3 RFP Questions:

- 1.3.1 Questions and issues relating to the RFP must be directed to the buyer, Brent Dixon. It is preferred that questions be e-mailed to brent.dixon@oa.mo.gov.
- 1.3.2 All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.
- 1.3.3 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor.

1.4 Offeror's Contacts:

1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.5 Background Information:

1.5.1 The State of Missouri, Office of Administration, Information Technology Services Division is seeking an experienced contractor to provide an offender telephone service for the Department of Corrections that allows the offenders residing in the state's correctional institutions to place calls through the contractor provided offender telephone system to parties outside the facility.

REVISED PER AMENDMENT #001

1.5.2 The total number of calls and minutes of international calls is currently zero. The total number of calls and minutes of local, intraLATA, interLATA, and interstate used during calendar year 2009 and 2010 in the current offender telephone services contract was as follows:

Call Information By Call Type				
	2009		2010	
	Calls Placed	Duration of Calls (Minutes)	Calls Placed	Duration of Calls (Minutes)

Collect Calls	1,439,350	23,070,844	1,329,865	15,971,135
Debit Calls	5,975,563	51,862,148	7,125,702	55,949,563
Pre-paid Calls	2,821,246	38,119,266	3,668,549	45,536,201
Totals	10,236,159	113,052,258	12,124,116	117,456,899

Call Information By Call Location				
	2009		2010	
	Calls Placed	Duration of Calls (Minutes)	Calls Placed	Duration of Calls (Minutes)
Interstate	1,272,055	15,065,329	1,900,669	16,698,990
IntraLATA	4,782,250	52,231,522	5,382,639	52,885,901
InterLATA	4,046,146	44,269,851	4,706,375	46,594,174
Local	135,708	1,485,556	134,432	1,277,834
Total	10,236,159	113,052,258	12,124,116	117,456,899

- 1.5.3 While previous calling information is provided, no guarantee is made by the state on future call volumes or the distribution of those call volumes by call type or location.

REVISED PER AMENDMENT #001

- 1.5.4 There are approximately 32,000 offenders in the Department of Corrections' institutions related to the contract. This number may fluctuate. *The total number of offenders in Department of Corrections' institutions on January 18, 2011 was 30,548 offenders.*
- 1.5.5 The current contractor, Public Communications Services, Inc. (PCS), owns all the equipment associated with the offender phone infrastructure provided and installed by the contractor. The State of Missouri owns the existing cabling.

1.6 Awarded Bid & Contract Document Search:

- 1.6.1 A copy of the current contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oe.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B2Z05070 or the contract number C205070001 when searching for these documents.
- 1.6.2 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.

1.7 Tour of Facility:

- 1.7.1 To ensure the offeror understands the requirements of the RFP, two (2) hour tours of each correctional facility will occur according to the schedule stated below. Background checks will be conducted prior to granting the offeror and/or the offeror's employee approval to enter the facilities. In order to be considered for participation in one or all of these tours, the offeror must contact Melissa Scheulen at the Missouri Department of Corrections, Office of the Division of Adult Institutions, 2729 Plaza Drive, Jefferson City, MO 65109, 573-751-2389, at least seventy-two (72) hours prior to the tour(s) to provide the official name of their company, the full names (first, middle initial and last), dates of birth, and

social security numbers of the individuals that will be participating in the tour(s) so that background checks can be completed and decisions regarding entrance approval/disapproval can be made. Locations and addresses of the institutions are stated in Attachment #1.

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1.7.2 Proposed Tour Schedule:

Date of Tour	Location	Time of Tour
January 11, 2011	JCCC	8:30 a.m. Central Time
January 11, 2011	ACC	12:30 p.m. Central Time
January 12, 2011	CRCC	8:30 a.m. Central Time
January 12, 2011	WMCC	12:30 p.m. Central Time
January 13, 2011	MTC	8:30 a.m. Central Time
January 13, 2011	WRDCC	12:30 p.m. Central Time
January 14, 2011	KCCRC	8:30 a.m. Central Time
January 18, 2011	CCC	8:30 a.m. Central Time
January 19, 2011	MCC	8:30 a.m. Central Time
January 20, 2011	BCC	8:30 a.m. Central Time
January 20, 2011	TCC	12:30 p.m. Central Time
January 21, 2011	FRDC	8:30 a.m. Central Time
January 21, 2011	CTCC	12:30 p.m. Central Time
January 24, 2011	WERDCC	8:30 a.m. Central Time
January 24, 2011	NECC	12:30 p.m. Central Time
January 25, 2011	SLCRC	8:30 a.m. Central Time
January 25, 2011	MECC	12:30 p.m. Central Time
January 26, 2011	ERDCC	8:30 a.m. Central Time
January 26, 2011	FCC	12:30 p.m. Central Time
January 27, 2011	SECC	8:30 a.m. Central Time
January 28, 2011	PCC	8:30 a.m. Central Time
January 31, 2011	SCCC	8:30 a.m. Central Time
February 1, 2011	OCC	8:30 a.m. Central Time

This schedule does not include the Investigation Offices.

- 1.7.3 Any questions resulting from tours of the facility must be directed to Brent Dixon, Buyer, at the contact information stated on page one.

2. FUNCTIONAL, TECHNICAL, AND PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the functional, technical, and performance requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.

2.1 General Requirements:

- 2.1.1 The contractor must have successfully designed, implemented, and monitored at least one (1) multi-institutional networked offender telephone system as the prime contractor. It is highly desirable for at least one of the contractor's implemented networked offender telephone systems to be recording and monitoring all calls and handling a similar volume of calls and minutes as the State of Missouri's requirements herein as well as possessing the capability of networking with at least eight (8) correctional facilities within one (1) system.
- 2.1.2 The offender telephone system must meet or exceed the requirements and provisions specified herein.
- 2.1.3 The contractor shall provide, install, and maintain an offender telephone system for the state agency locations identified in Attachment #1, on an as-needed, if needed basis, which must meet or exceed the requirements and provisions specified herein.
- 2.1.4 The offender telephone system must include all telephones, workstations, Telephone Devices for the Deaf (TDD), recording equipment, monitoring equipment, software, server, PIN cards, wiring, and data storage devices necessary to meet the requirements herein. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and software necessary to perform the services required herein.
- 2.1.5 The contractor must comply with all applicable law, and Federal Communications Commission and State of Missouri Public Service Commission regulations regarding licensing and certifications and submit documentation of such if requested. Upon contractor providing evidence of the validity of new federal and/or state regulation directly affecting the provisions of the contract, the state shall amend the contract to include such provisions. Regulatory mandates of the contractor may be passed on to the state via contract amendment.
- 2.1.6 The offender telephone system may utilize new, refurbished or used equipment, provided the equipment meets or exceeds the requirements herein.

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- 2.1.7 The table below identifies the current number of telephones and workstations which are located at each of the state agency's institutions. The offender telephone system must include at least as many units as is currently being provided. The state agency may *require the contractor to* add or delete telephones and workstations at the locations indicated below or at additional locations without additional cost to the state agency.

LOCATION	CURRENT # OF REQUIRED PHONES	CURRENT # OF REQUIRED WORKSTATIONS	OPERATING CAPACITY PER FACILITY
Eastern Reception & Diagnostic Correctional Center	167 PHONES	1 WORKSTATION	2684 OFFENDERS

Boonville Correctional Center & Boonville Treatment Center	59 PHONES	1 WORKSTATION	1316 OFFENDERS
Crossroads Correctional Center	93 PHONES	1 WORKSTATION	1470 OFFENDERS
Southeast Correctional Center	88 PHONES	1 WORKSTATION	1658 OFFENDERS
Chillicothe Correctional Center	92 PHONES	1 WORKSTATION	1196 OFFENDERS
Western Missouri Correctional Center	105 PHONES	1 WORKSTATION	1958 OFFENDERS
Farmington Correctional Center	135 PHONES	1 WORKSTATION	2635 OFFENDERS
Ozark Correctional Center	26 PHONES	1 WORKSTATION	650 OFFENDERS
Fulton Reception & Diagnostic Center	141 PHONES	0 WORKSTATION	1302 OFFENDERS
Cremer Therapeutic Center	6 PHONES	0 WORKSTATION	180 OFFENDERS
Algoa Correctional Center	61 PHONES	1 WORKSTATION	1537 OFFENDERS
Jefferson City Correctional Center	94 PHONES	1 WORKSTATION	1971 OFFENDERS
South Central Correctional Center	79 PHONES	1 WORKSTATION	1658 OFFENDERS
Maryville Treatment Center	23 PHONES	1 WORKSTATION	561 OFFENDERS
Potosi Correctional Center and Mineral Area Treatment Center	49 PHONES	0 WORKSTATION	903 OFFENDERS
Missouri Eastern Correctional Center	53 PHONES	1 WORKSTATION	1100 OFFENDERS
Moberly Correctional Center	64 PHONES	1 WORKSTATION	1800 OFFENDERS
Northeast Correctional Center	127 PHONES	1 WORKSTATION	2106 OFFENDERS
Western Reception, Diagnostic & Correctional Center	111 PHONES	1 WORKSTATION	1560 OFFENDERS
Tipton Correctional Center	58 PHONES	1 WORKSTATION	1192 OFFENDERS
Women's Reception and Diagnostic Center	70 PHONES	0 WORKSTATION	1986 OFFENDERS
Central Regional Investigations		0 WORKSTATION	
Western Regional Investigations		0 WORKSTATION	
Eastern Regional Investigations		0 WORKSTATION	
Central Office		3 WORKSTATIONS	
St. Louis Community Release Center	17 COIN PAYPHONES	0 WORKSTATION	538 OFFENDERS
Kansas City Community Release Center	12 COIN PAYPHONES	0 WORKSTATION	410 OFFENDERS
TOTAL	1,701 PHONES	20 WORKSTATIONS	32,371 OFFENDERS

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- 2.1.8 The state agency may, at no additional charge to the state, *require the contractor to install new offender telephone systems at facilities that are not currently utilizing an offender telephone system (i.e. new correctional institutions, community release centers, and community supervision centers).*
- 2.1.9 The contractor shall provide TTD units on an as needed, if needed basis, at no additional cost to the state, to each of the locations identified in Attachment #1, excluding the investigation units. The state agency may add or remove TTDs at the locations indicated herein or at additional locations without additional cost to the state agency.
- 2.1.10 The offender telephone system must record and store each offender call and the call detail as they occur in real-time to a central primary recording and storage location and a secondary recording and storage location.
- a. The secondary recording and storage location shall be in a separate physical location in a separate building from the primary storage location, as chosen by the contractor.
 - b. For the purposes of the contract, real-time shall be defined as including a maximum sixty (60) second lag time from the actual phone conversation to the primary and secondary recording and storage solutions to account for system traffic and necessary transmission time.
- 2.1.11 The contractor must provide any system modifications or additions necessary to enable the system to operate according to all technical and performance specifications presented herein at no additional cost to the State of Missouri.
- 2.1.12 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems and liabilities for all problems relating to all hardware, software and services provided.

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- 2.1.13 The contractor must install coin operated payphones in the St. Louis Community Release Center and Kansas City Community Release Center *at the per minute rate specified in section A.5 of Exhibit A. It is highly desirable for the coin operated payphones to also accept credit cards and bank debit cards as methods of payment.*

2.2 Offender Call Requirements:

- 2.2.1 The offender telephone system must be capable of handling collect, debit and pre-paid calls. These call types shall hereinafter be referred to as a "call".
- a. Collect Call: A collect call shall consist of the offender placing a call through the offender telephone system that is billed to the party accepting the call.
 - b. Debit Call: A debit call shall consist of the offender purchasing phone time through the inmate banking system before placing a call through the offender telephone system.
 - c. Pre-paid Call: A pre-paid call shall consist of the called party (offender's family/friends) establishing a pre-paid account with the contractor to receive telephone calls from an offender.
- 2.2.2 The features and requirements outlined herein shall be applicable to all calls placed through the offender telephone system, including local calls, calls within the Local Access Transport Area {intraLATA},

calls outside the Local Access Transport Area {interLATA}, interstate calls, and international calls. The state agency will determine whether or not international calling will be allowed.

- 2.2.3 The offender telephone system shall allow one-way, out-going service only, preventing any offender telephone from receiving incoming calls.
- 2.2.4 The offender telephone system must have the ability to process collect calls utilizing an automated attendant.
- 2.2.5 The offender telephone system must prohibit access to the following:
- a. Direct-dialed calls of any type;
 - b. Access to "0";
 - c. Access to "411" information service;
 - d. Access to "611" customer service;
 - e. Access to toll free (i.e. 800, 855, 866, 877, 888) type calls,
 - f. Access to 900 and 911 type services; and
 - g. Access to multiple long distance carriers via 950, toll free (i.e. 800, 855, 866, 877, 888) and 10 10-XXX numbers.
- 2.2.6 The offender telephone system must allow the state agency the ability to block an offender from calling individual telephone numbers or grouping of telephone numbers (i.e. state agency telephone numbers).
- 2.2.7 The offender telephone system must provide a pre-recorded announcement identifying that the call is coming from a specific offender at a Missouri Correctional Institution before call acceptance. This recording must be heard by the answering party. The pre-recorded announcement shall include a statement that indicates that the call may be recorded.
- 2.2.8 The offender telephone system must receive call acceptance by the called party through caller confirmation (positive acceptance) before the called party may speak to the offender.
- 2.2.9 The offender telephone system must provide the called party the ability to block current and future calls from Missouri correctional institutions.
- 2.2.10 In all circumstances, the offender telephone system shall limit the offender to a single call request. The offender telephone system must always require the offender to disconnect a call before initiating another call.
- 2.2.11 If a call is not accepted by the called party, or if no one answers the call, the offender telephone system must inform the offender of the situation and not simply disconnect the call.
- 2.2.12 The offender telephone system must mute the offender's call until the call has been accepted by the called party.

REVISED PER AMENDMENTS #001 AND #003

- 2.2.13 The contractor must subscribe to the Local Exchange Carrier Line Information Data Base screening database. *When processing a collect call, the contractor must first query the Billed Number Screening (BNS) database to determine whether the called telephone number is in the database or not. If the telephone number has a negative response on the BNS database, the contractor must not process the call. If the telephone number has a positive response on the DNS database, the contractor must process the call.*

2.3 Debit Call Requirements:

- 2.3.1 The offender telephone system must be capable of performing a daily upload of the offender debit purchases made through the state agency's canteen system and the offender kiosk application via data files that are processed on a daily basis and the appropriate funds immediately deposited to the individual offender's debit account and immediately available for calling use.
- 2.3.2 The contractor must not charge any per call set-up charges for debit calls.
- 2.3.3 The contractor must send an email confirmation to a distribution list of designated state agency contacts when the daily offender debit canteen purchase/deposits file has been processed and the appropriate funds have successfully been applied to the offenders' debit accounts.

REVISED PER AMENDMENT #001

- 2.3.4 The offender telephone system must *allow* a manual input of funds from a state agency's workstation or institutional canteen to an offender's account in the event that a refund or other credit adjustment is necessary and warranted.

REVISED PER AMENDMENT #001

- 2.3.5 The offender telephone system must generate a current account reconciliation report in *an electronic format* for each offender in a *mutually agreeable format on a daily basis to inform the offender of the number of debit minutes available to use*. The offender telephone system *must allow an offender to view the report on an offender kiosk and state agency staff to print and/or view the report*. *At a minimum the account reconciliation report must include the following:*

ADDED PER AMENDMENT #001

- a. *Date of call;*
- b. *Type of transaction (i.e. - debit call or purchase);*
- c. *Number of debit minutes purchased;*
- d. *Phone number called;*
- e. *Time call was placed;*
- f. *Duration of call;*
- g. *Total cost of call; and*
- h. *Balance of minutes.*

- 2.3.6 The offender telephone system must automatically transfer an offender's debit account and associated available funds, when the offender is transferred from one facility to another.
- 2.3.7 The contractor must provide an electronic file approved by the state agency in a mutually agreeable format on a daily basis that contains the following information per offender, per call:

ADDED SUBPARAGRAPH PER AMENDMENT #001

- a. *Date of call;*
- b. *Type of call (i.e. - debit, collect, prepaid);*
- c. *Phone number called;*
- d. *Time call was placed;*
- e. *Duration of call;*
- f. *Total cost of call; and*
- g. *Location of phone the call originated.*

- 2.3.8 The contractor must provide an electronic file approved by the state agency in a mutually agreeable format on a daily basis that contains daily debit purchases by offender that shall include:
- a. *Date of purchase;*

- b. Number of minutes purchased;
- c. Total amount of purchase; and
- d. Offender identification number.

DELETED PER AMENDMENT #001**2.3.9 Deleted**

- 2.3.10 The offender telephone system should be capable of providing the offender their current account balance via any offender telephone within the facility to which they are currently assigned and located.

SUBPARAGRAPHS ADDED PER AMENDMENT #001

- a. Total dollar amount remaining; and
- b. Total minutes remaining.

2.4 Pre-Paid Call Requirements:

- 2.4.1 The offender telephone system must include an integrated application that allows a called party the ability to establish a pre-paid account with the contractor to receive telephone calls from an offender.
- 2.4.2 The contractor must not charge any per call set-up charges for pre-paid calls.

REVISED PER AMENDMENT #001

- 2.4.3 The offender telephone system must allow a called party to receive and accept a *one-time two (2) minute* call from an offender following the normal call validation and screening processes (*i.e. a new customer that has not established a per-paid account*). *Once the call has been completed, the contractor must contact the called party to establish a pre-paid account.*

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- 2.4.4 The offender telephone system must, *upon request by the state agency or the pre-paid account holder*, generate and provide a monthly account statement *in either a hardcopy or electronic format* to each called party regarding their pre-paid account that includes the following information:
- a. Beginning period's account balance;
 - b. Each accepted call (including: date, time, duration and its applicable charge);
 - c. Each purchase and or credit transaction (date and amount);
 - d. Applicable local, city, state and federal taxes assessed;
 - e. Ending account balance; and
 - f. Toll-free number to contact the contractor's customer service center with questions or inquiries.

REVISED PER AMENDMENT #001

- 2.4.5 The offender telephone system must inform the called party of their *current* pre-paid account balance prior to acceptance of each call. The pre-paid account balance should be rounded to the next minute.

2.5 PIN Requirements:

- 2.5.1 The offender telephone system must include a personal identification number (PIN) application.
- 2.5.2 The offender's PIN must have authentication to identify the offender and his/her authority to make the call.

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- 2.5.3 The offender telephone system must store the offender's PIN in a database. *The offender's PIN database shall consist of the offender's Department of Corrections (DOC) number, a four digit PIN number, and the offender's current facility location as assigned by the agency.*
- 2.5.4 The contractor shall provide an offender PIN administrator and maintain a current database of offender PIN numbers. The PIN administrator shall be available to agency staff during normal working hours, Monday through Friday 8:00 AM through 5:00 PM CT, excluding recognized state holidays.
- 2.5.5 The contractor must be capable of immediately changing or suspending an offender's PIN when requested by the state agency's personnel, or as requested by the offender via the offender kiosk.
- 2.5.6 The offender telephone system must utilize a transferable offender PIN. Example: The offender may be moved from institution to institution. The offender's information shall automatically follow. This information shall include previous calling activity. No administration by the state agency's staff shall be necessary.
- 2.5.7 The offender telephone system shall limit the ability for an offender's PIN to be used at any facility other than the one that the offender currently resides.

REVISED PER AMENDMENT #001

- 2.5.8 The offender telephone system must include an integrated solution that interfaces with the state agency's point of sale system and kiosk system. The offender telephone system's integrated solution must allow an offender to acquire an offender PIN from the institutional canteen system and *allow access to the PIN number into the Department of Correction's offender management system (OPII/MOCIS) and the offender telephone system.*

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- 2.5.9 All offender PIN additions/changes must be *made available to* the Department of Correction's offender management system (OPII/MOCIS) and the offender telephone system on an hourly basis. The contractor shall be responsible for the creation, testing, and implementation of any and all needed interfaces to achieve this requirement and at no cost to the state agency.

2.6 PIN Card Requirements:

- 2.6.1 The contractor shall provide the state agency with an electronic PIN card file that includes the unique PIN card Universal Product Code (UPC) number and the four-digit PIN associated with that UPC number.
- 2.6.2 The contractor must provide an offender PIN administrator that manually makes PIN changes and provides technical support for troubleshooting offender PIN related issues.
- 2.6.3 The contractor must provide the offender a PIN card every time the offender is assigned a new PIN.
- 2.6.4 The offender PIN cards must be provided free of charge to an offender when a new PIN is acquired from the institutional canteen.
- 2.6.5 The front of the offender PIN card must include the Department of Correction's logo and identify itself as an offender PIN card.

2.6.6 The back of the offender PIN card must be encoded with a random four digit PIN that is security coated with a scratch-off material, a UPC that is directly assigned to the four (4) digit PIN associated with the card, and identify itself as an offender PIN card. PIN shall not be consecutively numbered.

2.6.7 The offender PIN cards should be approximately the size of a credit card.

2.7 "Allow Call Lists" Requirements:

2.7.1 The offender telephone system must include automated "allow call lists" associated with each PIN. It shall be the state agency's option whether to implement the automated "allow call lists".

2.7.2 The "allow call lists" should store a set quantity of allowed telephone numbers for each offender.

2.7.3 Registration and maintenance of automated "allow call lists" should not require administration by the state agency's staff.

2.8 Telephone Equipment Requirements:

2.8.1 The offender telephone system must include telephone equipment that is an industry-standard design and powered by the telephone line and require no additional power source. The state agency will provide a power source at the demarcation location.

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2.8.2 The offender telephone system must include telephone equipment that is *either* chrome-plated, *stainless steel* or *painted/powder coated that is mar and scratch resistant with Dual Tone Multi-Frequency (DTMF) dial* and is water, flame and shock resistant.

2.8.3 The offender telephone system must include tamper-proof steel housing that protects the electronic components of the telephone.

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2.8.4 *Deleted*

2.8.5 The offender telephone system must include telephone equipment that is capable of being operated with ease and includes concise instructions on the faceplate.

2.8.6 The offender telephone system must include an armored handset cord that is resistant to stretching and breaking. The handset cord length should be approximately thirty-two (32) inches.

2.8.7 The offender telephone system must include telephone equipment that has a floating case hardened metal plate to prevent side drilling entry.

2.8.8 The offender telephone system must include offender telephone equipment (i.e. non-TTD and TTD) that is hearing-aid compatible and has volume control. The components of the offender telephone system must comply with Americans with Disabilities Act (ADA) requirements. This includes but is not limited to providing telephones that are accessible to persons in wheelchairs and systems that are compatible with Telephone Devices for the Deaf (TDD).

2.9 Recording/Monitoring Requirements:

2.9.1 The offender telephone system at each institution must record calls from all of the offender telephones simultaneously.

- 2.9.2 The offender telephone system at a minimum must provide downloading and playback of calls from the investigators' office.
- 2.9.3 The offender telephone system must at a minimum selectively search and sort calls by the state agency for monitoring and recording by one, all, and/or a combination of the following:
- a. Facility;
 - b. Housing Unit;
 - c. Specific phone;
 - d. Start and Stop Time and Date of Call;
 - e. Billed to Numbers (BTNs);
 - f. Three-Way Calls;
 - g. Frequently Dialed Numbers;
 - h. Offender PIN Number; and
 - i. Calls monitored or listened to by user.
- 2.9.4 The offender telephone system must automatically call and alert investigators and offer live monitoring of calls in real time.

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- 2.9.5 The offender telephone system must select a particular telephone for monitoring while a call is in progress.
- 2.9.6 The offender telephone system must display "real time" call activity on a workstation. This activity must be detailed by offender PIN number, date of call, start time of call, stop time of call, telephone location and called number.
- 2.9.7 The offender telephone system must simultaneously provide recording and playback of both the transmitting and receiving sides of conversations. The playback of any selected channel must be accomplished while continuing to record all input channels.
- 2.9.8 Time and date entries for each recorded conversation shall be displayed on a per channel basis and shall display all conversations in chronological order to facilitate research and playback.
- 2.9.9 All call activity data and call recordings shall be the property of the State of Missouri.
- 2.9.10 The offender telephone system must export call detail search data to Excel and PDF formats.
- 2.9.11 The offender telephone system must save and store unique query criteria by individual system user as established herein, to include ability to save multiple bill-to numbers (BTN) and offender identification numbers.

2.10 Storage Requirements:

- 2.10.1 The offender telephone system must store a minimum of one (1) year of call recordings and detail at the primary location.
- 2.10.2 The offender telephone system must store call recordings and detail permanently at the secondary location.
- 2.10.3 The offender telephone system must provide archiving call recordings and detail upon the state agency's request. The offender telephone system must allow immediate access to the secondary storage locations' call recordings and detail by the state agency without intervention from the contractor.

2.10.4 The contractor must monitor the storage capacity of each of the storage solutions to ensure no call recordings and details are lost.

2.11 Workstation Requirements:

2.11.1 The workstations provided with the offender telephone system must be a corporate class laptop that meets the following minimum requirements:

a. 15" Widescreen WXGA screen;

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b. CPU with Intel Core i5 Processor or AMD Processor Equivalent;

c. Memory with 4 GB RAM;

d. Hard Drive with 80 GB;

e. Sound Card;

f. DVD+/-RW;

g. Integrated Wireless Solution 802.11 b/g/n;

h. Microsoft Windows 7 Professional;

i. Microsoft Office 2007 Professional Software; and

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j. Five (5) year, on-site, next-business day warranty.

2.11.2 The workstations must include a docking station.

2.11.3 The workstations must include a wireless keyboard and mouse.

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2.11.4 The workstations must include wireless *over-the-ears* headphones and external speakers.

2.11.5 The workstations must include two (2) 19" flat panel monitors.

2.11.6 The workstations must include a nylon carrying case.

2.11.7 The workstations must include a client virtual private network (VPN) software solution to allow an investigator to connect to the offender telephone system remotely. The solution must provide, anytime and anywhere, secure access to all system features regardless of location to allow system investigator access to the offender telephone system services.

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2.11.8 *All workstations must include state-approved software for remote desktop access, monitoring, and control. The remote desktop access, monitoring, and control software must allow an authorized user to see the screens of several computers connected to the local area network simultaneously as well as have remote control access to a user's PC.*

2.11.9 The workstations shall become the property of the State of Missouri upon delivery to the state agency. However, the contractor shall provide all maintenance, upgrades, repairs, and replacements during the life of the contract at no additional cost to the State of Missouri.

2.12 General Offender Telephone System Requirements:

2.12.1 The offender telephone system must detect an attempt made by the called party to attempt a three (3)-way or conference call at any time during the call and immediately following the connection of the call, regardless of where the called party is located. If detected, the offender telephone system must

terminate the call before connection to the called party, or if during the call, as soon as the transfer or conference is detected. The state agency will determine whether they will utilize the offender telephone system's capability to terminate three (3)-way or conference calls.

- 2.12.2 The offender telephone system must provide an immediate and selective shutdown via a kill switch placed at the following state agency locations:
 - a. at the demarcation location – which shall shutdown all telephones in the institution;
 - b. at the central control center – which shall shutdown select or all telephones in the institution;
 - c. at the select housing units – which shall shutdown select or all telephones in the housing unit; and
 - d. through the software provided for accessing offender telephone calls.
- 2.12.3 The offender telephone system must provide a dial tone to all offender telephones at the same time.
- 2.12.4 The offender telephone system must process calls on a selective bilingual basis that allows the offender to select the preferred language utilizing a code on the keypad (i.e. "1" for English and "2" Spanish).
- 2.12.5 The telephone reception quality received through the offender telephone system must be equal to the tone quality offered to the general public and meet telecommunication industry standards for service quality. The state agency shall have final approval of reception quality.
- 2.12.6 The offender telephone system must include a fraud prevention feature that shall randomly interject pre-recorded announcements to the called party throughout the duration of the conversation indicating the source of the call. The fraud prevention shall not allow the offender to interfere with these announcements.
- 2.12.7 The TDDs provided with the offender telephone system must be compatible with the standard telephone devices provided with the offender telephone system.
- 2.12.8 The offender telephone system must provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. The offender telephone system must provide access to the built-in advanced diagnostics and program control by the service center personnel and shall provide failure reports, service history and other diagnostic information.
- 2.12.9 The offender telephone system must include an uninterruptible power supply source capable of supporting the system for a period of at least ten (10) minutes, in the event of a power failure. This is to ensure there is no loss of recordings or "real time" call data.
- 2.12.10 The offender telephone system must burn a copy of a recorded call and detail from multiple facilities at one time to a CD on an as needed basis. The burned copy shall produce transfer recordings with virtually no loss in quality.
- 2.12.11 All offender telephone system wiring distribution shall become the property of the State of Missouri at the conclusion of the contract.
- 2.12.12 The offender telephone system must allow the state agency to block a call from recording for a specified period of time. The offender telephone system must automatically begin recording once the allotted time has passed.
- 2.12.13 It is highly desirable for the offender telephone system to allow the state agency to set a period of time in which any calls to a specified telephone number are indefinitely blocked from playback by users, however, still recorded to the server. The record of the call should still show in the call detail report,

however, block the user from playing back the call. Access to the recording must be made available to the state agency upon request to the contractor.

- 2.12.14 The offender telephone system must allow the state agency to have administrative rights to add and delete state agency personnel that have access to the offender telephone system's software instantaneously.
- 2.12.15 The offender telephone system must be capable of running a user-specific phone list (i.e. state telephone numbers) and query the calls placed through the offender telephone system statewide to determine whether calls were placed to these numbers.

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- 2.12.16 The offender telephone system must be capable of generating a single user activity report that identifies the calls monitored and/or accessed by specific state agency personnel during a specified time period *for all facilities*.
- 2.12.17 The offender telephone system must have a feature activation code (i.e. #95) to allow an offender to place an anonymous call to a predetermined location. The same feature activation code must be used at all institutions.
- 2.12.18 It is highly desirable for the offender telephone system to be capable of emailing the call recording and detail from the workstation.
- 2.12.19 The offender telephone system must be capable of limiting the duration of offender calls (e.g. regular phone calls - fifteen (15) minutes; TDD phone calls - thirty (30) minutes). Upon disconnection of a call, the offender telephone system must be capable of disabling the offeror's PIN from use for a specified period of time (e.g. thirty (30) minutes). The offender telephone system must also be capable of overriding state agency established phone call limits for approved offender phone calls with attorneys.
- 2.12.20 The offender telephone system must be capable of suspending a PIN for a specified period of time.

2.13 Implementation Plan:

- 2.13.1 The contractor shall provide the state agency communication manager an implementation plan within forty-five (45) days after award of the contract. The plan should be coordinated with the current service provider to ensure minimized disruption in service. The contractor shall complete the described work within one hundred and twenty (120) calendar days after receipt of the state agency's written approval of the plan.
- 2.13.2 As a minimum, the contractor's implementation plan shall include the following information:
 - a. The project manager's name and telephone number.
 - b. An installation schedule that identifies major project milestones to include the start and completion date of each milestone and project completion date. The schedule shall include narrative explanations of the scheduled work.
- 2.13.3 The project schedule should include the following milestones:
 - a. Site inspection;
 - b. Site preparation;
 - c. Delivery of equipment;
 - d. Cabling installation;

- e. Equipment installation;
- f. Software installation;
- g. System testing;
- h. Conversion;
- i. Customer training; and
- j. Acceptance.

2.14 Installation Requirements:

- 2.14.1 The contractor shall perform an onsite inspection of the work area prior to proceeding with work. The contractor shall provide the state agency communication manager a site report of the work that will be required and identify any pre-existing damage in the work area.
- 2.14.2 The contractor shall not cut into or through girders, beams, concrete, tile, partitions, ceilings or any other structure at the correctional institution without obtaining prior written approval from the state agency's communication manager.
- 2.14.3 The contractor shall install telephones and telephone equipment in accordance with the manufacturer's installation instructions.
- 2.14.4 The contractor may use applicable existing telephones, cable, and applicable equipment, if available. If cabling is required as part of the installation, then the contractor shall provide all new cable at no cost to the state. The contractor shall mark installed cable on both ends. Cable, existing and new, shall meet Electronic Industries Alliance (EIA) and Telecommunication Industry Associate (TIA) standards and comply with the most current National Electrical Code (NEC) requirements for low voltage cable. Within twenty-four (24) hours after completion of installation, the contractor shall provide the state agency communication manager signed certification that all circuits have been tested and all cables, pairs, blocks, frames, and terminals are legibly marked by the contractor.
 - a. The State of Missouri does not contemplate any services that require compliance with State of Missouri prevailing wage provisions and requirements. Any services that are determined to be subject to prevailing wage requirements shall be provided separately and outside of the contract.
- 2.14.5 Upon the request of the state agency communication manager, the contractor shall provide, at no cost to the agency, joint testing of problem or defective equipment.
- 2.14.6 The contractor shall provide and install adequate surge and lightning protection equipment for all offender telephone equipment.
- 2.14.7 The contractor shall install surface or wall mounted telephones, as designated by the state agency communication manager.
- 2.14.8 The contractor shall clean and remove all debris, resulting for the contractor's work, at the completion of each workday.
- 2.14.9 If the contractor damages the State of Missouri's property, the contractor must restore the property to its original condition at no cost to the State of Missouri.
- 2.14.10 The contractor must install the telephone equipment using security studs to prevent easy removal of telephone.

2.15 Security Requirements:

2.15.1 The contractor shall provide the state agency communications manager a list of contractor personnel that require admittance to the correctional institutions. The list shall be submitted at least forty-eight (48) hours prior to time of required entrance and include the name of the company, names of employees attending, their social security number, and date of birth. A security check will be completed with this information prior to admittance to the facility. Facility staff will accompany the contractors while they are on site. Facility business hours are 7:30 a.m. through 3:00 p.m. Central Time, Monday through Friday.

2.16 Replacement of Damaged Product:

2.16.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.17 Training Requirements:

2.17.1 The contractor must provide on-site training to at least one state agency staff at each location where equipment is installed at no cost to the state. Additional training must be provided to new staff assigned during the contract period on an as needed basis at no cost to the state. Training manuals must be provided to the state agency's staff during all training programs and shall become the property of state.

2.17.2 Information pamphlets and posters must be provided for offenders on the use of the offender telephone system for all applications when requested by the state agency.

2.18 Fiscal Requirements:

2.18.1 The contractor shall maintain an accurate, verifiable recording system and tracking system for substantiating cost recovery payments to the state.

2.18.2 The State of Missouri shall bear no responsibility for fraudulent calls or uncollectible calls.

REVISED PER AMENDMENT #001

2.18.3 The contractor shall make a payment to the State of Missouri General Revenue, on a monthly basis, for cost recovery of personnel services incurred by the State of Missouri.

a. Personnel services for the Department of Corrections' employees for system operation:

Table 1	Monthly	Annually
First year	\$77,285	\$927,418
Second year (+ 3% inflation factor)	\$79,603	\$955,241
Third year (+ 3% inflation factor)	\$81,992	\$983,898
Fourth year (+ 3% inflation factor)	\$84,451	\$1,013,415
Fifth year (+ 3% inflation factor)	\$86,985	\$1,043,817
Total Personnel Services	\$410,316	\$4,923,789
First renewal period, i.e. sixth year (+ 3% inflation factor)	\$89,594	\$1,075,132
Second renewal period, i.e. seventh year (+ 3% inflation factor)	\$92,282	\$1,107,386
	\$181,877	\$2,182,518

REVISED PER AMENDMENT #001

b. The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

- c. In the event that the contract is renewed beyond the initial five year contract period, the contractor shall provide monthly additional cumulative payments of \$1,075,132 during the first renewal period and \$1,107,386 during the second renewal period. The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

REVISED PER AMENDMENT #001

2.18.4 The contractor shall make a payment to the Office of Administration Revolving Administrative Trust Fund, on a monthly basis, for cost recovery of the Department of Corrections' private network for data connectivity including disaster recovery considerations.

- a. Data connectivity for the Department of Corrections' private network including disaster recovery considerations:

Table 2	Monthly	Annually
First year	\$40,964	\$491,568
Second year (+ 3% inflation factor)	\$42,193	\$506,315
Third year (+ 3% inflation factor)	\$43,459	\$521,504
Fourth year (+ 3% inflation factor)	\$44,763	\$537,150
Fifth year (+ 3% inflation factor)	\$46,105	\$553,264
Total Data Connectivity	\$217,483	\$2,609,801
First renewal period, i.e. sixth year (+ 3% inflation factor)	\$47,489	\$569,862
Second renewal period, i.e. seventh year (+ 3% inflation factor)	\$48,913	\$586,958
	\$96,402	\$1,156,820

REVISED PER AMENDMENT #001

- b. The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.
- c. In the event that the contract is renewed beyond the initial five year contract period, the contractor shall provide monthly additional cumulative payments of \$569,862 during the first renewal period and \$586,958 during the second renewal period. The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

2.18.5 The contractor shall mail two separate monthly payments based on the Table 1 and Table 2 above to:

Office of Administration
 Information Technology Services Division
 Attn: Arlan Holmes
 Truman State Office Building, Room 280
 301 West High Street
 Jefferson City, MO 65101

2.18.6 The state may elect at some future date to change the structure of the remittance. On such occurrence, the contractor shall be responsible for implementing a remittance structure designed by the state which would allow the reduction or increase to some portion of the call cost to the called party.

2.18.7 In the event the contractor desires to increase/decrease billing charges for regulated taxes, fees, surcharges, other than those authorized at time of award, the contractor should notify Office of Administration - Information Technology Services Division (OA/ITSD) within thirty (30) days after the contractor is notified of the requirement of the change. The contractor's notifications to OA/ITSD should include a copy of the contractor's authority to charge any additional taxes, fees, surcharges, etc.

ADDED PER AMENDMENT #001

2.18.8 The contractor must begin making the monthly payments for personnel services for the Department of Corrections' employees for system operation and data connectivity for the Department of Corrections' private network including disaster recovery considerations utilizing a phased approach until all facilities have been fully implemented and accepted. The contractor must begin making monthly payments to the state for a facility once implementation is completed and accepted by the state agency regardless of day of the month the facility is implemented and accepted. The contractor and state agency shall establish a mutually agreed to implementation plan upon award of the contract. The contractor must make the monthly payment listed below for each of the facilities that has been fully implemented and accepted by the state agency.

Table 3 LOCATION	<i>Personnel services for the Department of Corrections' employees for system operation monthly payment</i>	<i>Data connectivity for the Department of Corrections' private network including disaster recovery considerations monthly payment</i>
<i>Eastern Reception & Diagnostic Correctional Center</i>	\$6,407.99	\$3,396.48
<i>Boonville Correctional Center & Boonville Treatment Center</i>	\$3,141.92	\$1,665.34
<i>Crossroads Correctional Center</i>	\$3,509.59	\$1,860.22
<i>Southeast Correctional Center</i>	\$3,958.44	\$2,098.12
<i>Chillicothe Correctional Center</i>	\$2,855.42	\$1,513.48
<i>Western Missouri Correctional Center</i>	\$4,674.68	\$2,477.76
<i>Farmington Correctional Center</i>	\$6,291.00	\$3,334.47
<i>Ozark Correctional Center</i>	\$1,551.86	\$822.54
<i>Fulton Reception & Diagnostic Center</i>	\$3,108.49	\$1,647.62
<i>Cremer Therapeutic Center</i>	\$429.75	\$227.78
<i>Algoa Correctional Center</i>	\$3,669.55	\$1,945.00
<i>Jefferson City Correctional Center</i>	\$4,705.72	\$2,494.21
<i>South Central Correctional Center</i>	\$3,958.44	\$2,098.12
<i>Maryville Treatment Center</i>	\$1,339.37	\$709.92
<i>Potosi Correctional Center and Mineral Area Treatment Center</i>	\$2,155.89	\$1,142.70
<i>Missouri Eastern Correctional Center</i>	\$2,626.22	\$1,392.00
<i>Moberly Correctional Center</i>	\$4,297.46	\$2,277.82
<i>Northeast Correctional Center</i>	\$5,028.03	\$2,665.05
<i>Western Reception, Diagnostic & Correctional Center</i>	\$3,724.46	\$1,974.11
<i>Tipton Correctional Center</i>	\$2,845.87	\$1,508.42
<i>Women's Reception and Diagnostic Center</i>	\$4,741.53	\$2,513.19
<i>Central Regional Investigations</i>	\$0.00	\$0.00
<i>Western Regional Investigations</i>	\$0.00	\$0.00
<i>Eastern Regional Investigations</i>	\$0.00	\$0.00
<i>Central Office</i>	\$0.00	\$0.00
<i>St. Louis Community Release Center</i>	\$1,284.46	\$680.81

<i>Kansas City Community Release Center</i>	<i>\$978.87</i>	<i>\$518.84</i>
TOTAL	\$77,285	\$40,964

2.19 Pre-Paid Caller Account Management Requirements:

- 2.19.1 The contractor must provide a toll free number for an offender's family/friends to call in order to speak to a live operator or customer service representative to assist them in establishing or maintaining their pre-paid accounts.
- 2.19.2 The contractor must provide a website for an offender's family/friends to access in order to establish or maintain their pre-paid accounts.
- 2.19.3 The contractor must allow a called party to place funds in their pre-paid account via check, money order, or credit card at anytime. The contractor must also allow a called party to place funds in their pre-paid account via credit card anytime online or over the phone.

2.20 Customer Service Requirements:

- 2.20.1 The contractor's live operator and customer service representative shall be available at no additional cost to the pre-paid account holders between the hours of 7:00 A.M. to 10:00 P.M. (CT) Monday through Saturday, excluding state holidays.
- 2.20.2 The contractor's customer service representative(s) shall be available at no additional cost to the state agency personnel twenty-four (24) hours per day, seven (7) days per week including state holidays.

2.21 Maintenance and Support Requirements:

- 2.21.1 The contractor shall provide all labor, parts, materials, and transportation to maintain the offender telephone system in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charges may be made to the State of Missouri for maintenance of the system.
- 2.21.2 The contractor must provide maintenance twenty-four (24) hours per day, seven (7) days per week, including preventive and remedial maintenance as well as all parts and labor. For repair service, the contractor must be able to respond by arriving onsite at the institution any time during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within four (4) hours following notification of a major system failure and the contractor must exhibit to the State of Missouri a best-efforts approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification by the State of Missouri. The contractor shall understand and agree that a response shall be defined as a qualified technician, certified on the installed equipment, on-site or the problem corrected.
- 2.21.3 At no additional charge to the state, the contractor must provide online connectivity in order to proactively monitor and maintain the offender telephone system at each individual location identified in Attachment #1. The contractor must not utilize dial-up connectivity in order to monitor and maintain the offender telephone system.
- 2.21.4 The offender telephone system must be capable of performing remote diagnostics to determine if a problem is with the telephone unit or with the telephone line.
- 2.21.5 The contractor shall be able to keep the state agency up to date on customer and technical support issues through email notification.

2.21.6 The contractor must provide twenty-four (24) hour, seven days per week immediate telephone support for state agency personnel to resolve technical problems for hardware, software, data connectivity, contractor network, monitoring, and recording system. The contractor must provide immediate access to a person knowledgeable and able to provide information to resolve the problems.

2.22 Reporting Requirements:

2.22.1 The contractor shall provide a Call Detail Report to the address specified herein not later than the 10th calendar day of each month. This report must detail each call during the reporting period (monthly) and include the following:

- a. Institution name;
- b. Originating number;
- c. Terminating number;
- d. Time of day of the call;
- e. Length of the call;
- f. Amount charged for the call; and
- g. Gross revenue.

2.22.2 Upon request by the state agency, the contractor must provide specific information for tracking offender calling activities and calling patterns by individual telephone numbers, and for billing purposes via email. The following reports should be available for monitoring and billing purposes:

- a. The monitoring reports provided by the contractor must be sorted by any or all of the following criteria:
 - 1) Daily Statistical reports;
 - 2) Institution name;
 - 3) Originating number;
 - 4) Terminating number;
 - 5) Date of call;
 - 6) Time of day; and
 - 7) Length of call.

REVISED PER AMENDMENT #001

- b. The billing reports provided by the contractor must *be* sorted by any or all of the following criteria:
 - 1) Call Detail report;
 - 2) Amount charged per call;
 - 3) Gross revenue;
 - 4) Daily Statistics;
 - 5) Monthly Statistics;
 - 6) Called party/number accepting report;
 - 7) Fraud/velocity report;
 - 8) Separate Institution Totals and Statistics;
 - 9) All Institutions Total and Statistics;
 - 10) Total Calls;
 - 11) Calls by Date;
 - 12) Time of Day; and
 - 13) Length of a Call.
- c. The contractor should be capable of providing additional custom reports upon the request of the state agency at no additional cost to the State of Missouri.

2.23 Contractor Monitoring Requirements:**REVISED PER AMENDMENT #001**

2.23.1 To assist the State of Missouri in effectively managing the substantial increase in telephone call volume, the contractor shall be responsible for *listening to* and reviewing a minimum of five percent (5%) of all offender calls at no additional cost to the State of Missouri. *The five percent (5%) of offender calls monitored shall be based on 1) the usage of technology to filter calls and then contractor's staff listening to calls filtered by the technology and 2) contractor's staff listening to calls based upon strategies established and provided by the Department of Corrections, Office of the Inspector General.* In providing the required monitoring and review of offender calls, the contractor shall incorporate the intelligence gathering strategies established by the Department of Corrections, Office of the Inspector General. The contractor-provided monitoring shall utilize a combination of technology and sufficient personnel for the purpose of collecting intelligence from the offender telephone system to identify, at a minimum, the following:

- a. Suspicious or suggestive key words or phrases;
- b. Phrases that suggest threats to the security of the facility and its personnel; and
- c. Criminal activity outside of the facility.

2.23.2 The contractor shall submit all gathered intelligence in a format specified by the Department of Corrections, Inspector General Office. All gathered intelligence shall be submitted to the Department of Corrections, Inspector General Office, upon discovery.

SUBPARAGRAPH ADDED PER AMENDMENT #001

2.23.3 The contractor shall be responsible for providing a manager to oversee the contractor's call monitoring staff. The contractor shall also be responsible for all aspects of managing the provided staff to include the responsibility of hiring/firing, compensation, benefits, office space, and office supplies. The contractor-provided staff shall be located centrally in the State of Missouri at a location agreed upon by the State of Missouri. It is highly desirable for the staff to be located in Jefferson City, Missouri. The contractor shall be responsible for meeting all requirements for accessing data necessary to complete the contracted functions for the State of Missouri.

- a. The manager of the contractor's call monitoring staff shall meet with the Department of Corrections, Inspector General's Office on at least a monthly basis to discuss intelligence gathering strategies. Meeting may be held on a more frequent basis as deemed necessary by the Department of Corrections.
- b. *The contractor must provide a monthly report that identifies the number of calls monitored by the offeror's technology and the contractor's staff.*

2.24 Information Technology Accessibility Compliance:

2.24.1 The offender telephone system must be compatible with visually and hearing impaired assistive technology. Specifically, the offender telephone system should be compatible with the following commonly used assistive technology products:

- JAWS,
- Window Eyes,
- ZoomText,
- MAGic, and
- Dragon Naturally Speaking.

2.24.2 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

2.25 Optional Products and Services:

2.25.1 The contractor should provide services for the detection and/or interruption of wireless communications devices, such as cellular telephones and data communications devices within the corrections facilities.

3. CONTRACTUAL PROVISIONS AND REQUIREMENTS

This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

3.1 Contract:

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

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

3.2 Contract Period:

3.2.1 The original contract period shall be date of award through five years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

3.3 Price:

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

3.4 Title:

3.4.1 Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall

be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

3.5 Liabilities:

3.5.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

3.6 Contractor Liability:

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

3.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

3.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.7 Termination:

3.7.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

DELETED SECTION AND ITS SUBPARAGRAPH PER AMENDMENT #002

3.8 Deleted

3.8.1 Deleted

3.8.2 Deleted

3.8.3 Deleted

3.8.4 Deleted

3.8.5 Deleted

3.9 Subcontractors:

- 3.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 3.9.2 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
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.10 Contractor's Personnel:

- 3.10.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 3.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.10.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

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

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

3.11 Participation by Other Organizations:

3.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

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

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

3.12 Assignment:

- 3.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

3.13 Performance Security Deposit:

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- 3.13.1 The contractor must furnish a performance security deposit *annually for the duration of the contract* in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in an amount of \$200,000. The contract number and *time period covered by the performance security deposit* must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period.

3.14 Inventions, Patents, and Copyrights:

- 3.14.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.14.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs

paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

3.14.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

3.15 Insurance:

3.15.1 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. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

3.16 Contractor Status:

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

3.17 Coordination:

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

3.18 Property of State:

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3.18.1 All documents, data, reports, *call records*, *PIN cards*, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

3.19 Substitution of Personnel:

3.19.1 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.

3.20 Transition:

- 3.20.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 3.20.2 The contractor shall transfer the call recording and detail data from the contractor provided storage devices in an electronic format acceptable to the state agency within sixty (60) days of the conclusion of the contract.

REVISED PER BAFO #001

a. The contractor must provide the state agency with all intelligence collecting technology utilized by the contractor's staff to filter calls to enhance the investigative ability of the state agency's staff.

- 3.20.3 The contractor shall remove all of the contractor's owned equipment at the conclusion of the contract in a manner that shall allow the reuse of the wire distribution.
- 3.20.4 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 3.20.5 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 3.20.6 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 3.20.7 If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 180 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

3.21 Confidentiality and Background Checks of Contractor Staff:

- 3.21.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 3.21.2 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 (See Attachment #2). 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.

3.21.3 Additionally, contractor staff may be required to provide information to department staff for background investigation purposes. The state agency shall have the sole discretion to prohibit proposed contractor staff from performing the contractor tasks and responsibilities based on results of the background investigations.

3.22 Substitutions:

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3.22.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management. Any product substitution must be of equal or better functionality. *Product substitutions must not have an impact on the contractor's pricing.*

3.23 Contract Monitoring:

3.23.1 The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the state agency.

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

4.1 Preparation and Submission of Proposals:

4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

4.1.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

- a. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration.

4.1.3 Proposal Copies: The offeror's proposal should include an original document, plus seven (7) copies for a total of eight (8) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Unless the offeror specifically alerts the State of Missouri that additional proposal information is contained in electronic media submitted with the offeror's original proposal, it shall not be the responsibility of the State of Missouri to ensure that all proposal information submitted on media format is reviewed for evaluation consideration.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

4.1.4 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

- 4.1.5 Open Records: Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.
- 4.1.6 Compliance with Terms and Conditions:
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
 - b. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.
- 4.1.7 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
 - 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)
- 4.1.8 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has

been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

4.2 Proposal Evaluation and Award:

- 4.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, 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:

Cost Evaluation	90 points
Experience/Reliability of Organization	20 points
Proposed Method of Performance, Solution Functionality and Expertise of Personnel	80 points
MBE/WBE Participation	10 points

- 4.2.2 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

- 4.2.3 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration shall be conducted with the offeror, if requested by the Division of Purchasing & Materials Management. If requested, the offeror shall demonstrate its proposed solution's ability to meet required functionality in a test environment situation at the state agency facility. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.2.4 The award shall be made on an all or none basis.

4.3 Evaluation of Cost:

4.3.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

4.3.2 The cost evaluation shall be based on the pricing provided in response to Section A.1 of Exhibit A (Pricing Pages) using the following estimated quantities that are based on previous usage:

- Collect Call, Pre-Paid Call and Debit Call Minutes: 113,052,258 per year;
- Collect Call Per Call Set-Up Fee: 1,439,350 collect calls per year.

The cost evaluation shall include the initial period and renewal periods.

4.3.3 The above quantities are estimates and used for evaluation purposes only. The State of Missouri does not guarantee quantities.

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

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

4.3.5 Pre-Paid Account Set-Up Fee: If the offeror provided pricing for the pre-paid account set-up fee, the state reserves the right to subjectively evaluate the proposed pre-paid set-up fee as part of the proposed method of performance, solution functionality, and expertise of personnel since estimates of the number of pre-paid account transactions unable to be determined.

4.3.6 International Calls: The state reserves the right to subjectively evaluation the offeror's proposed international calls pricing as part of the proposed method of performance, solution functionality, and expertise of personnel.

4.3.7 Optional Products and Services: If the offeror provided pricing for an optional products and services, including but not limited to cell phone detection and/or interruption, the state reserves the right to subjectively evaluate availability and cost of the proposed optional products and services as part of the proposed method of performance, solution functionality, and expertise of personnel.

ADDED PER AMENDMENT #001:

4.3.8 *Tariffs: While the state does not preclude the offeror from basing the proposal on existing tariff(s) or from satisfying other state and/or federal obligations by filing a tariff as a result of the contract award. Offerors are hereby advised that such tariff(s) shall not govern the subsequent contract and the state will not include such tariff(s) in the award of the subsequent contract. The offeror is therefore advised not to include an existing tariff with the offeror's response to the RFP. In the event that the offeror includes a tariff with their response, the offeror shall reconcile any conflicting tariff requirements, terms and conditions and bring the tariff language into compliance with the RFP requirements.*

ADDED PER AMENDMENT #004

4.3.9 *Coin Payphone Pricing: The state reserves the right to subjectively evaluate the offeror's proposed coin payphone per minute pricing as part of the proposed method of performance, solution functionality, and expertise of personnel.*

4.4 Evaluation of Experience/Reliability of Organization:

4.4.1 The evaluation of the Experience/Reliability of Organization shall be subjective based on fact. Information provided by the offeror in response to Exhibit B, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.5 Evaluation of Proposed Method of Performance, Solution Functionality, and Expertise of Personnel:

4.5.1 The evaluation of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit C, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's proposed optional products and services and prices within the evaluation category of Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

4.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**REVISED PER AMENDMENT #001**

4.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the *gross revenues* of the contract.

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

4.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

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

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

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

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete the Participation Commitment form included in Exhibit D by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Documentation of Intent to Participate Form included in Exhibit D, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) 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.)

4.6.5 **Commitment** – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.6.6 **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) at the time of submission of the proposal.
- 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.

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

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

4.7 Other Submittal Requirements and Requested Information:

- 4.7.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:

REVISED PER AMENDMENT #001

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the *gross revenue* of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) The offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete the Participation Exhibit included in Exhibit D by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Documentation of Intent to Participate included in Exhibit D, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
 - b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
 - c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.
- 4.7.2 Missouri Service-Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit E, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit E and the documentation specified on Exhibit E in accordance with the instructions provided therein, no preference points will be applied.
- 4.7.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.
- 4.7.4 Other Requested Information: The offeror should respond to the information requested in Exhibit G, Other Requested Information.
- a. Offerors as Employees: Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

**EXHIBIT A
COST (PRICING SECTION)**

REVISED PER BAFO #001**REVISED PER AMENDMENTS #001, #003, AND #004**

The offeror shall provide firm, fixed pricing for the offender telephone system pursuant to all mandatory requirements herein, including furnishing, installing, providing any necessary hardware and software, monitoring, maintaining at each of the institutions referenced in Attachment #1. All costs associated with providing the required services, including all travel and expenses to be incurred by contractor staff, must be included. Prices shall not include commissions to be paid to the State of Missouri. All per minute prices must be a whole number (i.e. fractions of cents, \$0.075, must not be proposed).

- A.1** Collect, Pre-paid and Debit Calls: The offeror must state the firm, fixed rates per minute for a collect, pre-paid, and debit call. The rates proposed for debit calls shall be inclusive of any and all local, state, and federal taxes/fees. Pre-paid calls shall include all set up fees for all offender calls, exclusive of any and all local, state, and federal fees/taxes (i.e. local, state, and federal taxes/fees may be passed on to the customer in addition to the offender's per minute prices.) Collect calls shall include all set up fees for all offender calls, exclusive of any and all local, state, and federal fees/taxes (i.e. local, state, and federal taxes/fees may be passed on to the customer in addition to the offender's per minute prices and set-up charge.) The offeror should identify all applicable taxes/fees in response to Exhibit C. *The offeror shall not charge called parties and/or offenders discretionary fees in addition to the per minute rate for collect, pre-paid, and debit calls; local, state, and federal fees/taxes; and the set-up charge per collect calls.*

Line Item	Description	Unit of Measure	Firm Fixed Price
001	Collect, Pre-paid, and Debit Call	Minute	\$
002	Set-up Charge per Collect Call	Call	\$

- A.2** Pre-paid Account Set-Up Fee: If the offeror charges a fee to set-up a pre-paid account, they must state the firm, fixed fee to set-up a pre-paid account below. If the offeror does not charge a set-up fee for pre-paid account, they must indicate "N/A" or "\$0.00" for line items 003 and 004. The offeror may either propose a per transaction set-up fee or a one-time set-up fee for a pre-paid account, but not both. The state reserves the right to subjectively evaluate the offeror's proposed pre-paid account set-up fee as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Line Item	Description	Unit of Measure	Firm Fixed Price
003	Per Transaction Set-up Fee for Pre-paid Account	Each	\$
004	One Time Set-up Fee to Establish a Pre-paid Account	Total	\$

- A.3** International Calls: The offeror must propose rates for international calls. The offeror shall provide their proposed international callings rates below. *International calls shall include all set up fees for all offender calls, exclusive of any and all local, state, federal, and international fees/taxes (i.e. local, state, federal, and international taxes/fees may be passed on to the customer in addition to the offender's per minute prices and set-up charge.)* The state reserves the right to subjectively evaluate the offeror's proposed pricing for international calls as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel. *The offeror shall not charge called parties and/or offenders discretionary fees in addition to the per minute rate for international calls; local, state, federal, and international fees/taxes; and the set-up charge per collect calls.*

Line Item	Description	Unit of Measure	Firm Fixed Price
005	International Call	Minute	\$
006	Set Up Charge for International Call	Call	\$

A.4 Optional Products and Services: The offeror may provide pricing for an increase in the firm, fixed per minute call rate for collect, pre-paid, and debit calls identified in Exhibit A, Section A.1 for cell phone detection and/or interruption. The offeror may also provide pricing for an increase in the firm, fixed per minute call rate for collect, pre-paid, and debit calls identified in Exhibit A, Section A.1 for any other optional products and services proposed by the offeror. The state reserves the right to subjectively evaluate the offeror's proposed pricing for optional products and services as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Line Item	Description	Unit of Measure	Firm, Fixed Increase to the Per Minute Call Rate for Collect, Pre-Paid, and Debit Calls	Explanation/Comments
007	Cell Phone Detection and/or Interruption	Minute	\$	

A.5 Coin Payphone Calls: The offeror must state the firm, fixed rates per minute for calls made on a coin payphone. The rates proposed for calls made on a coin payphone shall be inclusive of any and all local, state, and federal taxes/fees. *The offeror may charge additional fees for international call connection and the use of operator- serviced calls.* The offeror should identify all applicable taxes/fees in response to Exhibit C. The per minute rate shall be the same regardless of type of payment (e.g. coins, credit cards, and bank debit cards). The state reserves the right to subjectively evaluate the offeror's proposed pricing for coin payphone calls as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Line Item	Description	Unit of Measure	Firm Fixed Price
008	Call Made on Coin Payphone	Minute	\$

2. The offeror should describe the history of the company. The offeror should indicate the number of years their firm has been providing similar type services.
3. Describe the nature of the offeror's business, type of services performed, etc.

B.2 RELIABILITY:

1. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all requirements herein. The offeror should document how sufficient resources will be provided to the State of Missouri.
2. The offeror describe its organization and the organization of its proposed subcontractor's(s') organization(s) as it relates to the reliability and market strength/stability of the organization.
3. The offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.
4. The offeror should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceeding, pending or threatened against the offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.
5. The offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

EXHIBIT C
PROPOSED METHOD OF PERFORMANCE, SOLUTION FUNCTIONALITY, AND EXPERTISE OF
PERSONNEL
(Evaluation is 80 points)

The evaluation of the offeror's proposed method of performance, solution functionality, and expertise of personnel shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their method of performance, solution functionality, and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

C.1 FUNCTIONAL AND TECHNICAL CAPABILITIES AND PROPOSED METHOD OF PERFORMANCE:

1. Within the offeror's response to Exhibit C, the offeror should detail how they intend to satisfy the requirements outlined in the Functional, Technical, and Performance Specifications and Requirements, Section 2, herein. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the Functional, Technical, and Performance Specifications and Requirements Section of the RFP. **The offeror should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied.**

A simple "yes, no, or compliant" response does not fulfill this description request. The offeror should present a detailed description of all products and services proposed in the offeror's response. It is the offeror's responsibility to make sure all requirements are adequately described.

PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

In particular the offeror should provide specific, detailed information, and be able to demonstrate the functionality, related to the following:

- a. Proposed Calling Hardware Features and Capabilities
 - b. Proposed System's Recording and Monitoring Features and Capabilities
 - c. Proposed Method for Providing Monitoring and Review Technology and Staff for 5% of Calls
 - d. Proposed System Storage/Retention/Archiving Capabilities
 - e. Proposed Customer Service Functions for Called Parties
 - f. Proposed Technical Support Services to Department Staff
 - g. Proposed Interface(s) to Offender Kiosks and Banking Systems
 - h. Proposed Implementation and Training Plan
 - i. Proposed Network Capabilities
2. The offeror should provide the following economic impact information:
 - a. 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:

- b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. 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.
3. The offeror should indicate whether the proposed offender telephone system is compatible with the following adaptive technology products:
- a. Jaws,
 - b. Windows Eyes,
 - c. Zoomtext,
 - d. MAGic, and
 - e. Dragon Naturally Speaking.

ADDED PER AMENDMENT #001

4. *The offeror should indicate their response time for customer service calls.*

ADDED PER AMENDMENT #001

5. *The offeror should identify all applicable taxes/fees that would be passed on to the customer for collect calls in addition to the offender's per minute prices and set-up charges.*

ADDED PER AMENDMENT #004

6. *The offeror should indicate whether the proposed coin operated payphones accept credit cards and bank debit cards.*

ADDED PER BAFO #001

7. *The offeror should indicate if the proposed system will include the ability to obtain and store call records from the current system if such records are accessible.*

C.2 EXPERTISE OF PERSONNEL:

1. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
 - 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.
2. The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.
3. The offeror's description should include the number of staff provided for this purpose and the expertise of the staff in performing the services required. The offeror should indicate where they intend to locate the proposed offender telephone call review staff.
4. If personnel are not yet named, the offeror should provide:
 - Detailed descriptions of the required employment qualifications; and
 - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

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

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Customer Service with Pre-Paid Called Parties	
✓ Monitoring and Review of Offender Phone Calls	
✓ Technical Support	
✓ Implementing and Maintaining Offender Telephone Systems	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours this person is proposed for services	

**EXHIBIT D
PARTICIPATION COMMITMENT**

REVISED PER AMENDMENT #001

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

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (The greater of \$5,000 or 2 % of gross revenue of the contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

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

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

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

**EXHIBIT D
DOCUMENTATION OF INTENT TO PARTICIPATE**

REVISED PER AMENDMENT #001

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

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

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

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

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

If MBE/WBE: _____ % of Gross Revenue of Contract

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

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

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

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

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z11019 (Bid 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 Department of Corrections/Information Technology Services Division 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 F, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

(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.)

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

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT F, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT F, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT G

MISCELLANEOUS INFORMATION

Outside United States

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

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

Employee Bidding/Conflict of Interest

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

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

**ATTACHMENT #1
MISSOURI CORRECTIONAL INSTITUTIONS**

REVISED PER AMENDMENT #001

Eastern Reception & Diagnostic Correctional Center (ERDCC) 2727 Highway K Bonne Terre, MO	Maryville Treatment Center (MTC) 30227 US Hwy 136 Maryville, MO
Boonville Correctional Center & Boonville Treatment Center (BCC) 1216 East Morgan Street Boonville, MO	Potosi Correctional Center and Mineral Area Treatment Center (PCC) 11593 State Road O Mineral Point, MO
Crossroads Correctional Center (CRCC) 1115 E. Pence Road Cameron, MO	Missouri Eastern Correctional Center (MECC) 18701 Old Highway 66 Pacific, MO
Southeast Correctional Center (SECC) 300 Pedro Simmons Drive Charleston, MO	Moberly Correctional Center (MCC) 5201 S. Morely Moberly, MO
Chillicothe Correctional Center (CCC) 3151 Litton Road Chillicothe, MO	Northeast Correctional Center (NECC) 13698 Airport Road Bowling Green, MO
Western Missouri Correctional Center (WMCC) 609 E. Pence Road Cameron, MO	Western Reception, Diagnostic & Correctional Center (WRDCC) 3401 Faraon St. Joseph, MO
Farmington Correctional Center (FCC) 1012 W. Columbia Street Farmington, MO	Tipton Correctional Center (TCC) 619 N. Osage Avenue Tipton, MO
Ozark Correctional Center (OCC) 929 Honor Camp Lane Fordland, MO	Women's Reception and Diagnostic Center (WERDC) 1101 E. Hwy 54 Vandalia, MO
Fulton Reception & Diagnostic Center (FRDC) 1393 State Road O Fulton, MO	Central Regional Investigations 2728 Plaza Drive Jefferson City, MO
<i>Cremer Therapeutic Center (CTCC)</i> <i>689 State Road O</i> <i>Fulton, MO</i>	Western Regional Investigations 3208 Frederick St. Joseph, MO
Algoa Correctional Center (ACC) 8501 No More Victims Road Jefferson City, MO	Eastern Regional Investigations 1012 W. Columbia, Building 41 Farmington, MO
South Central Correctional Center (SCC) 255 Highway 32 West Licking, MO	St. Louis Community Release Center 1621 N. First Street St. Louis, MO
Kansas City Community Release Center (KCCRC) 651 Mulberry St. Kansas City, MO	Jefferson City Correctional Center (JCCC) 8200 No More Victims Road Jefferson City, MO 65101

**ATTACHMENT #2
DEPARTMENT OF CORRECTIONS CONFIDENTIALITY DOCUMENT**



**STATE OF MISSOURI DEPARTMENT OF CORRECTIONS
APPLICATION FOR COMPUTER SECURITY ACCESS**

I hereby make application for Missouri Department of Corrections computer system security access and/or Missouri Highway Patrol Computer System, REJIS or ALERT systems.

In making this application, I understand and accept the following responsibilities and obligations:

1. I am not to share my password with anyone.
2. I am not to leave my password in written form at a location accessible by others.
3. I am to sign off from the system each time I have finished using a workstation.
4. I will contact Information Systems for further instruction if I discover others using my password.
5. As per section 105.969 RSMo, Executive Order 92-04 and Dept. Policy D2-11, I will use state purchased equipment (i.e., DOC Computer System) for the performance of assigned job duties only.
6. I am criminally liable if I:
 - a) tamper with state computer equipment in an unauthorized fashion, pursuant to section 569.095 RSMo; or I will not introduce any computer software to a PC that has not been authorized by the Department of Corrections.
 - b) intentionally misuse confidential information or breach the confidence entrusted to me.
7. I may be personally liable in a civil action by any citizen damaged as a result of my abuse or negligent use of computer equipment and confidential information. I will only access information that I need to know in the performance of my assigned duties.

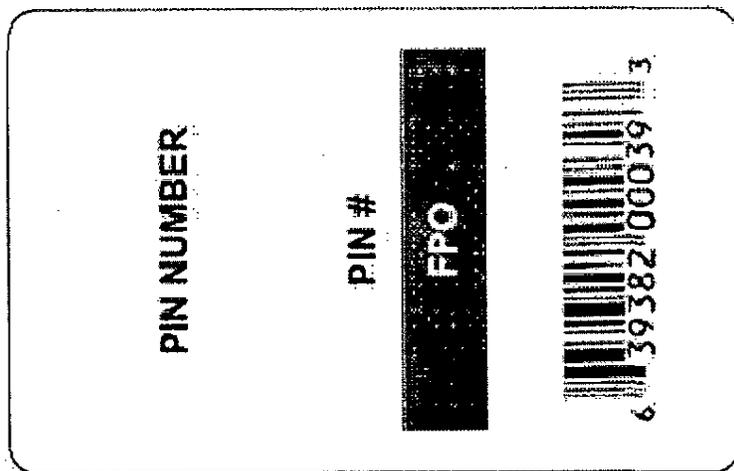
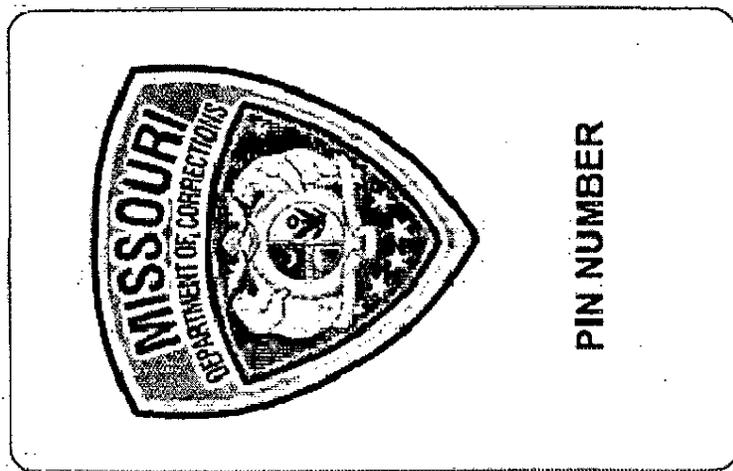
SPECIAL NOTE: UNDER NO CIRCUMSTANCES SHOULD I PRACTICE ON THE COMPUTER USING DEPARTMENT OF CORRECTIONS PERSONNEL OR FAMILY MEMBERS OF DOC PERSONNEL AS SUBJECTS OF INQUIRY. NOR WILL I ALLOW ANY OFFENDER ACCESS TO THE COMPUTER EITHER BY PHYSICAL CONTACT OR VISUALLY VIEWING THE SCREEN OTHER THAN PURSUANT TO AN APPROPRIATE RELEASE AND EXERCISE OF DISCRETION BY THE PROPER AUTHORITY OR PURSUANT TO ESTABLISHED POLICY.

I understand that all computer transactions made with my password are automatically recorded and may be audited at any time, and that attempting to access unauthorized systems may result in denial of further access to the system and/or disciplinary action.

SIGNATURE		DATE
PRINT NAME	LAST 4 DIGITS OF SSN	USER ID

ADDED PER AMENDMENT #001

ATTACHMENT #3
PIN CARD SAMPLE



**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 01-20-10