



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Beth Lambert, Procurement Officer II
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 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
September 30, 2015	RemoteCom 2251 Double Creek Dr., Ste 404 Round Rock, TX 78664	Amendment 001 Y15708072	Computer Tracking Software Department of Corrections

CONTRACT Y15708072 IS HEREBY AMENDED AS FOLLOWS:

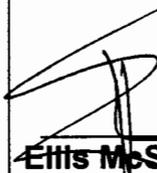
Pursuant to paragraph 3.2.1 on page 5, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of April 1, 2016 to March 31, 2017.

All terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

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**THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS
AS FOLLOWS: In its entirety.**

 Ellis McSwain, Chairman, Board of Probation and Parole	10/16/15 Date
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INVITATION FOR BID



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

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

IFB 15708072

Computer Tracking Software

FOR

Department of Corrections
Board of Probation and Parole

Contract Period: April 1, 2015 through March
31, 2016

Date of Issue: February 17, 2015
Page 1 of 37

Bids Must Be Received No Later Than:

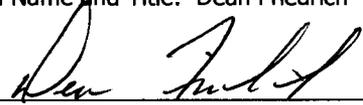
2:00 p.m., March 10, 2015

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

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

Company Name: RemoteCOM
Mailing Address: 2251 Double Creek Dr. Suite #404
City, State, Zip: Round Rock, Texas 78664
Telephone: 866-776-0731 Fax: 512-367-5643
Federal EIN#: 260418702 State Vendor #: _____
Email: dean@remote-com.com

Authorized Signer's Printed Name and Title: Dean Friedrich
Dean Friedrich - Director of Operations

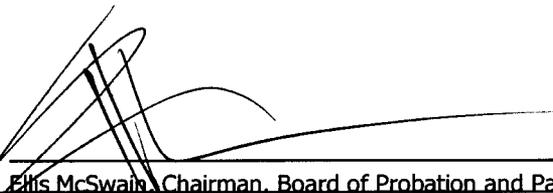
Authorized Signature:  Bid Date: 3/9/2015

NOTICE OF AWARD:

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

In its entirety.

Contract No. **Y15708072**

 Ellis McSwain, Chairman, Board of Probation and Parole
Date: 6/1/15

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of an offender computer monitoring software/service for the Department of Corrections, Board of Probation and Parole (hereinafter referred to as the Department), in accordance with the requirements and provisions stated herein.

1.2 Background:

- 1.2.1 The State of Missouri statute 589.042, RSMo authorizes the Department to monitor internet usage by convicted sex offenders. The Department began monitoring offenders in January of 2009. The Department has six regions, with a total of fifty-four (54) District Offices located statewide.
- 1.2.2 The Department currently monitors forty-five (45) offenders with seventy-three (73) staff monitoring the offenders who are supervised by six (6) staff with regional access and one (1) additional staff member is granted administrative authority to view all reports and activities by all offenders being monitored on the internet.
- 1.2.3 Both the current contract (C211026001) and the previous procurement documentation (B2Z11026) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

1.3 Contact:

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

2. TECHNICAL SPECIFICATIONS

2.1 General Requirements:

2.1.1 The contractor must provide **real-time remote monitoring service of internet activity** that shall enable at least eighty (80) parole officers to monitor offenders placed on the program.

- a. The contractor must allow access to the remote monitoring system to at least seventy-three (73) staff monitoring the offenders who are supervised by six (6) staff with regional access and one (1) additional staff member who is granted administrative authority to view all reports and activities by all offenders being monitored on the internet.

Response: Agree. RemoteCOM enables unlimited authorized users, at any level, to view in near real time all offender monitoring data remotely, from any location, via a secure, web based, user interface.

2.1.2 The contractor's monitoring software must be installed on the offender's computer by the contractor remotely.

Response: Agree. All installations to an offender's computer or mobile computing device are performed via a secure internet connection by our support personnel.

2.1.3 The contractor's monitoring software must provide twenty-four (24) hours a day, seven (7) days a week, active monitoring of the offenders.

Response: Agree. The RemoteCOM software provides active monitoring of an offender's computers or mobile computing devices twenty-four (24) hours a day, seven days a week.

2.1.4 The contractor's monitoring software must notify the Department of criminal and probation violations within twenty-four (24) hours of its observation.

Response: Agree. The RemoteCOM software will notify the offender's supervising officer or designated authority within 24 hours of observing any criminal and probation violation.

2.1.5 The contractor shall submit a weekly report to the supervising officer regarding computer use activities by the offender. The reports shall include the user's name, the time and date of the alleged violation, the sites visited, the duration of the visits and any other pertinent activity linked to a potential supervision violation.

- a. The reports may be shared with the offender's counselor as a part of their case management.

Response: Agree. RemoteCOM will submit a weekly report with the specified detail to the offender's supervising officer. In addition the RemoteCOM software allows the supervising officer to run reports at any time for any date range using any of the filters listed under our features and capabilities.

2.1.6 The contractor's monitoring software must provide a monthly report to the Department which includes at a minimum:

- a. List of offenders on the program.
- b. List of new offenders within the last thirty (30) days.
- c. List of offenders to be added to the program within the next thirty (30) days.

Response: Agree

2.1.7 The contractor shall provide expert testimony at court hearings or parole hearings for violations that have

been recorded and reported by their company to the Department.

- a. The contractor shall provide testimony for the information they conveyed to the Department about the offender's computer usage.

Response: RemoteCOM will provide expert consultation and testimony on all issues related to computer monitoring, as needed or required by the DOC. The RemoteCOM representative is competent to attest to his/her methodology and performance in any legal proceedings if necessary, and shall provide affidavit and/or expert witness testimony for prosecution of violations in court proceedings and/or parole revocation hearings as needed. RemoteCOM stands behind our product and services. Your officers can rely on our extensive experience and technical expertise when they are called upon to testify in court.

- b. The contractor shall be responsible for all the expenses of their employee(s) for up to one (1) day during the trial.

Response: Agree.

- 2.1.8 The contractor must download or retrieve a file from the offender's computer if a violation is detected. The files must be retained for evidentiary purposes.

Response: Agree. RemoteCOM takes real time SCREEN IMAGES of violations(s) and which are turned over to the department following all law enforcement protocol for chain of custody of evidence to assure images are admissible in court. They can be accessed remotely by the supervising officer via our secure web-interface. The offender does not receive any notice that a report is being rendered.

2.2 Web Content Filtering and Monitoring Requirements:

- 2.2.1 The contractor's monitoring software shall use a keyword alert system that triggers an instant alert at the monitoring station if a specific word is typed, or viewed in plain text on the computer screen. The keyword alert system should have the capability to be expanded to include words provided to the monitoring station by the supervising parole officer.

Response: Agree. The RemoteCOM keyword alert system triggers an instant alert if a specific word is typed, or viewed in plain text on the computer screen. This includes any words that are found on websites. This feature is also integrated into our screenshot functionality. The supervising officer may add keywords as desired.

- 2.2.2 The contractor's monitoring software must establish filters at the request of the supervising parole officer to limit the offender's access to certain types of websites (e.g. online chat rooms and dating sites).

Response: Agree. Filters are fully customizable and easily managed via our web interface.

- 2.2.3 The contractor's monitoring software must monitor email content.

Response: Agree. RemoteCOM monitors all email content on the computers of monitored offenders.

- 2.2.4 The contractor's monitoring software must monitor online chat activities.

Response: Agree. The RemoteCOM software monitors the offender's online chat activities. All sides of the chat are recorded.

- 2.2.5 The contractor's monitoring software must provide screenshot as a method of providing visual verification of what an offender is viewing.

Response: Agree. The RemoteCOM software takes a screenshot every 10 seconds the offender's computer is online or screenshots can be triggered by specific programs which are customizable through the interface at the direction of the supervising officer. Anytime a keyword is detected an immediate screenshot is taken.

- 2.2.6 The contractor must monitor and filter any website or program and based on Department requirements and block specific access to websites. This must include the ability to block access to certain programs, such as instant messaging, online chat programs, peer-to-peer programs, and all other websites which allow individuals to transfer files from one computer to another via the internet.

Response: Agree. Blocks can be customized for each individual and may be updated at any time at the direction of the supervising officer.

2.3 Department Responsibilities:

- 2.3.1 The Department will provide the contractor with a list of Department staff who will be supervising persons on the monitoring system and their contact information.
- 2.3.2 The Department will provide the contractor with a list of offenders to be monitored by the system and their contact information. The Department officers will provide the contractor with referral forms, which contain the offender's information, as new offenders are added to the system.

2.4 Training:

- 2.4.1 The contractor must provide at least two (2) onsite training sessions in Jefferson City, MO for at least eighty (80) Department employees at the contractor's expense.
- a. The Department and the contractor should mutually agree on a timeframe and location for the training to take place. However, the Department shall make the ultimate determination of the timeframe and location.

Response: Agree.

- 2.4.2 The contractor must provide online training for new Department staff that may be hired after the initial training sessions occur at no cost to the Department.

Response: Agree.

2.5 Support Service:

- 2.5.1 The contractor must provide support services during normal business hours Monday through Friday, 8:00 a.m. through 5:00 p.m., Central Standard Time. It is highly desirable that support services be provided twenty-four (24) hours a day, seven (7) days a week.

Response: Agree. After hours installation and support is available for offenders, at no additional cost, when requests are scheduled in advance during normal business hours. Emailed requests for support may be reviewed during non-business hours for urgency and a RemoteCOM response is prioritized accordingly. Supervising Officers and authorized staff are provided with a 24 hour number to contact on-call personnel 7 days a week.

- 2.5.2 The contractor must provide an 800 number for Department staff and offenders to call for assistance. It is highly desirable for the contractor to provide a contact email address for technical assistance.

Response: Agree. RemoteCOM's toll free number is 866-776-0731. The contact email for offender technical assistance is support@remote-com.com. Emailed requests for support may be reviewed during non-business hours for urgency and a RemoteCOM response is prioritized accordingly. DOC Staff are provided with direct contact information, phone and email, for RemoteCOM's on-call operations staff.

2.6 Substitutions:

2.6.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.

Response: Agree.

2.6.2 The Department reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Department shall be the final authority as to acceptability.

Response: Agree.

3. GENERAL REQUIREMENTS

3.1 Contract:

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

3.2 Contract Period:

- 3.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

3.3 Renewal Period:

- 3.3.1 If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on Exhibit A, Pricing Page of the contract. Contract pricing shall not be increased by more than 5% over the previous period's pricing for each renewal period.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated.

3.4 Price:

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

3.5 Payment and Invoicing Requirements:

3.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items/services.

3.5.2 The contractor shall accurately invoice per the price indicated on **Exhibit A, Pricing Page**.

3.5.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases in the IFB. Unless exception to this condition is indicated on **Exhibit A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a state purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Missouri Department of Corrections
Accounts Payable
PO Box 236
Jefferson City, MO 65102

3.5.4 Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.

- a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one (1) business day. **The state purchasing card shall not be charged until the goods/services are received and accepted.**

3.5.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **Exhibit A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

3.5.6 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

3.6 Contractor Liability:

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

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

3.7 Contractor Status:

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

3.8 Coordination:

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

3.9 Inventions, Patents, and Copyrights:

3.9.1 The contractor shall report to the Department 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.

3.9.2 The Department 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 Department 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 Department agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the Department 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.

3.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the Department 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 Department with respect to any alleged patent infringement by such product or part.

3.10 Insurance:

3.10.1 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. The contractor shall submit evidence of insurance coverage to the Department upon award of the contract.

3.11 Termination:

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

3.12 Estimated Quantities:

3.12.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The Department makes no guarantees about single order quantities nor total aggregate order quantities.

3.13 Information Technology Accessibility Compliance:

3.13.1 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, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php) or other comparable document.

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. 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>.

3.14 Affidavit of Work Authorization and Documentation:

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

- 3.14.2 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.
- 3.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

3.15 E-Verify:

- 3.15.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - b. Provide to the Department the documentation required Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 3.15.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- ### **3.16 Contractor's Employees**
- 3.16.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks least every year for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 3.16.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 3.16.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

3.16.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
 - 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
 - 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

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

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

3.17 Subcontractors:

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor

or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.18 Property of State:

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

3.19 Confidentiality and Security Documents:

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

4. BIDDER'S INSTRUCTIONS

4.1.1 The bidder should include the original bid response document, plus three (3) copies.

- a. Both the original and the copies should be printed on recycled paper and double sided. All bids and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

4.1.2 In addition, the bidder should provide one (1) copy of their entire bid, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s). The bidder should ensure all copies and all media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the original hardcopy bid document shall govern.

4.2 Bid Detail Requirements and Deviations:

4.2.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.

4.2.2 **Bidders should note:** A descriptive brochure of the product/system proposed may not be acceptable as clear identification of deviations from the written specification.

4.3 Open Competition:

4.3.1 Any manufacturer's name, 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.

4.3.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.4 Unit of Measure:

4.4.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Procurement Officer.

4.4.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Bidders are encouraged to contact the Procurement Officer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.

4.5 Description of Product:

4.5.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to ensure its compliance with mandatory technical specifications.

4.6 Preprinted Marketing Materials:

- 4.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the Department.

4.7 Compliance with Terms and Conditions:

- 4.7.1 The bidder 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 IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the Department's terms and conditions may render the bid unacceptable and remove it from consideration for award.
- 4.7.2 Bidders are cautioned that the Department will not award a non-compliant bid and, as a result, any bidder indicating non-compliance with any requirements, terms, conditions and provisions of the IFB will be eliminated from further consideration for award.

4.8 Vendor Information Data Form:

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

4.9 Business Compliance:

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

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

4.10 Evaluation and Award Process:

4.10.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	50
Technical Capabilities & Method of Performance	25
Experience and Expertise	25
TOTAL	100

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

4.11 Price Submission and the Evaluation of Cost:

4.11.1 The bidder shall submit firm fixed prices for all items on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.

4.11.2 The objective evaluation of cost shall be based upon following calculation for the original contract period and renewal option periods:

- a. For cost evaluation purposes line item 001 shall be evaluated by multiplying the bidder's monthly cost by twelve to get an annual cost and then multiplying it by the estimated quantity of 200.
- b. For cost evaluation purposes line item 002 shall be evaluated by multiplying the bidder's one-time offender connection fee by the estimated quantity of 200.

4.11.3 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 + \text{Earned Preference Points} = \text{Total Cost Evaluation Points}$$

4.12 Evaluation of Technical Capabilities & Method of Performance:

4.12.1 The bidder should provide information relative to the bidder's proposed technical capabilities & method of performance, especially information as it relates to the requirements of this IFB. It is highly desirable that the bidder respond to the information requested in Exhibit B for purposes of evaluating the bidder's proposed technical capabilities & method of performance.

4.13 Evaluation of Bidder's Experience:

4.13.1 The bidder should provide information relative to the bidder's experience, especially information as it relates to the requirements of this IFB. It is highly desirable that the bidder respond to the information requested in Exhibit C for purposes of evaluating the bidder's experience.

4.14 Preference for the Blind and Sheltered Workshops:

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

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

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

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphonse Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

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

4.15 Missouri Service-Disabled Veteran Business Preference:

- 4.15.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

EXHIBIT A. Pricing Page**Impulse Control Computer Tracking Software**

The bidder must provide firm, fixed pricing for impulse control computer tracking software for the original contract period and maximum price for each potential renewal period. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Est. Qty.	Original Contract Firm, Fixed Price	First Renewal Maximum Price	Second Renewal Maximum Price	Third Renewal Maximum Price
001	Real-time remote internet activity monitoring software licensing, maintenance, installation, and reports as required herein per month per offender.	200	\$ 30 per device <i>Per Offender</i>	\$ 30 per device <i>Per Offender</i>	\$ 30 per device <i>Per Offender</i>	\$ 30 per device <i>Per Offender</i>
002	One-time installation/connection fee per offender.	200	\$ 0 <i>Per Offender</i>	\$ 0 <i>Per Offender</i>	\$ 0 <i>Per Offender</i>	\$ 0 <i>Per Offender</i>

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

Company Name: RemoteCOM

Authorized Signature:  Printed Name: Dean Friedrich Dean Friedrich

Date: 3/9/2015 Email: dean@remote-com.com

EXHIBIT B**TECHNICAL CAPABILITIES & METHOD OF PERFORMANCE**

The evaluation of the technical capabilities of the products and method of performance offered shall be subjective based on the specifications and requirements stated herein. Therefore, the bidder should present detailed descriptions information for meeting the objective and tasks specified in the IFB. The following information should be provided by the bidder in order to verify the technical capabilities of the proposed system and method of performance for the services to be provided. The Department reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 TECHNICAL CAPABILITIES & METHOD OF PERFORMANCE:

1. Unless a particular requirement is not conducive to elaboration, each paragraph within the Section 2, Technical Requirements, should be addressed by the bidder by identifying the RFP paragraph number and then writing a description of how, when, by whom, and where the requirement will be satisfied and otherwise detailing the bidder's understanding of the requirements and ability and methodology to successfully perform.
 - 2.1.1 **Response: Agree. RemoteCOM enables unlimited authorized users, at any level, to view in near real time all offender monitoring data remotely, from any location, via a secure, web based, user interface.**
 - 2.1.2 **Response: Agree. All installations to an offender's computer or mobile computing device are performed via a secure internet connection by our support personnel.**
 - 2.1.3 **Response: Agree. The RemoteCOM software provides active monitoring of an offender's computers or mobile computing devices twenty-four (24) hours a day, seven days a week.**
 - 2.1.4 **Response: Agree. The RemoteCOM software will notify the offender's supervising officer or designated authority within 24 hours of observing any criminal and probation violation.**
 - 2.1.5 **Response: Agree. RemoteCOM will submit a weekly report with the specified detail to the offender's supervising officer. In addition the RemoteCOM software allows the supervising officer to run reports at any time for any date range using any of the filters listed under our features and capabilities.**
 - 2.1.6 **Response: Agree**
 - 2.1.7
 - a. **Response: RemoteCOM will provide expert consultation and testimony on all issues related to computer monitoring, as needed or required by the DOC. The RemoteCOM representative is competent to attest to his/her methodology and performance in any legal proceedings if necessary, and shall provide affidavit and/or expert witness testimony for prosecution of violations in court proceedings and/or parole revocation hearings as needed. RemoteCOM stands behind our product and services. Your officers can rely on our extensive experience and technical expertise when they are called upon to testify in court.**
 - b. **Response: Agree.**
 - 2.1.8 **Response: Agree. RemoteCOM takes real time SCREEN IMAGES of violations(s) and which are turned over to the department following all law enforcement protocol for chain of custody of evidence to assure images are admissible in court. They can be accessed remotely by the supervising officer via our secure web-interface. The offender does not receive any notice that a report is being rendered.**

- 2.2.1 Response: Agree. The RemoteCOM keyword alert system triggers an instant alert if a specific word is typed, or viewed in plain text on the computer screen. This includes any words that are found on websites. This feature is also integrated into our screenshot functionality. The supervising officer may add keywords as desired.**
- 2.2.2 Response: Agree. Filters are fully customizable and easily managed via our web interface.**
- 2.2.3 Response: Agree. RemoteCOM monitors all email content on the computers of monitored offenders.**
- 2.2.4 Response: Agree. The RemoteCOM software monitors the offender's online chat activities. All sides of the chat are recorded.**
- 2.2.5 Response: Agree. The RemoteCOM software takes a screenshot every 10 seconds the offender's computer is online or screenshots can be triggered by specific programs which are customizable through the interface at the direction of the supervising officer. Anytime a keyword is detected an immediate screenshot is taken.**
- 2.2.6 Response: Agree. Blocks can be customized for each individual and may be updated at any time at the direction of the supervising officer.**
- 2.4.1 Response: Agree.**
- 2.4.2 Response: Agree.**
- 2.5.1 Response: Agree. After hours installation and support is available for offenders, at no additional cost, when requests are scheduled in advance during normal business hours. Emailed requests for support may be reviewed during non-business hours for urgency and a RemoteCOM response is prioritized accordingly. Supervising Officers and authorized staff are provided with a 24 hour number to contact on-call personnel 7 days a week.**
- 2.5.2 Response: Agree. RemoteCOM's toll free number is 866-776-0731. The contact email for offender technical assistance is support@remote-com.com. Emailed requests for support may be reviewed during non-business hours for urgency and a RemoteCOM response is prioritized accordingly. DOC Staff are provided with direct contact information, phone and email, for RemoteCOM's on-call operations staff.**
- 2.6.1 Response: Agree.**
- 2.6.2 Response: Agree.**

2. The bidder should fully describe what the Department's responsibilities will be during the project.
- **The Supervising Officer provides the offender with the RemoteCOM Probationer/Parolee Handout (Attached) prior to referring the offender for installation.**
 - **The Supervising Officer completes and transmits a RemoteCOM Referral for each offender monitoring is ordered for.**
 - **The Supervising Officer is responsible for reviewing the data collected by RemoteCOM on any offender under their supervision.**
 - **The DOC shall provide a complete list of supervising officers or other authorized personnel requiring access to our software. RemoteCOM requires the following information on each individual.**
 - a. **Officers name**
 - b. **Department**
 - c. **Business address**
 - d. **Contact telephone numbers**
 - e. **E-mail address**
 - **The above information is sent via email to registration@remote-com.com or faxed to (512) 367-5643.**
3. The bidder should provide an estimate on how long it will take to install the software on all of the offender's computers.
- Estimated time for install is 15 to 30 minutes per computer or other supported device for a broadband internet connection and varies dependent on system specifications and connection speed of the system requiring installation.**
4. The bidder should describe how offenders will be added and removed to the program each month.
- **Each offender receives the RemoteCOM Probationer/Parolee Handout from their Supervising Officer which directs them to RemoteCOM's website for registration. Once they have completed and submitted their enrollment form they will receive a phone call by the next business day from a RemoteCOM support staff member to either perform or schedule their installation. RemoteCOM's install technician then installs the software on the offender's system(s) at the time agreed upon. Someone must be at the offender's computer or other supported device for the duration of the installation.**
 - **Once installation is complete an email is sent to the supervising officer to confirm the offender has completed the enrollment and installation process. If the offender fails to complete enrollment by the time specified by the supervising officer in the referral an email is sent to the supervising officer notifying them of the missed deadline.**
- An Offender's device(s) are removed from monitoring only after RemoteCOM receives an email notification from their supervising officer or the department that offender device(s) no longer requires monitoring.**
5. The bidder should describe their method for collecting payment from the offenders.
- RemoteCOM offers payment via credit card, check or auto draft. Payments can be remitted online at remote-com.com under the pay tab, or if needed payments can be taken by phone via our toll free number which is 866-776-0731.**
6. The bidder should specifically identify their monitoring software features and capabilities.
- Response: A detailed list of RemoteCOM's features and capabilities is attached.**

7. The bidder should provide screen shots of the proposed monitoring software.

Response: This is provided within the attached Sample Report.

8. The bidder should provide a sample of the monthly report they are proposing to provide the Department as required herein.

Response: Sample Report is attached to this proposal.

9. Economic Impact to Missouri - the bidder should describe the economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Response: This section does not apply since RemoteCOM does not employ any individuals or maintain a facility in Missouri.

10. Employee Bidding/Conflict of Interest:

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is 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 and title of state employee, General Assembly member or statewide elected official: Not Applicable

Name of state agency where employed: Not Applicable

Percentage of ownership interest in bidder's organization held by state employee, General Assembly member or statewide elected official: **Not Applicable** _____%

EXHIBIT C

BIDDER'S EXPERIENCE

The evaluation of the bidder's proposed experience shall be subjective based on the requirements stated herein and the bidder's response. Therefore, the bidder should present detailed information regarding the organization's experience. The following information should be provided by the bidder in order to verify their proposed experience. The Department reserves the right to use this information, including information gained from any other source, in any part of the subjective evaluation.

C.1 EXPERIENCE:

1. The bidder should describe any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this IFB.

Response: RemoteCOM currently maintains similar contracts with the Bexar County, Texas, Fort Bend County, Texas, Williamson County, Texas and the State of Georgia. In these accounts we provide services in excess of what is in this RFP. In addition to the software capabilities requested in this RFP, RemoteCOM provides those agencies with monitors that review the records daily to ease the workload of each agencies officers.

Additionally the vast majority of our client agencies which include numerous federal, state and county probation and parole agencies, operate under Memorandums of Understanding. Just a few examples of those agencies are the State of Nevada, United States Probation for the Western District of New York and Tarrant County, Texas. RemoteCOM provides services to over 80 Federal, State and County Probation and Parole agencies throughout the United States.

2. The bidder should describe the history of the company. The bidder should indicate the number of years their firm has been providing similar type services.

Response: RemoteCOM was founded in 2005 by President and CEO Robert Rosenbusch and has been in operation ever since. In 2006 RemoteCOM developed a partnership with software company Awareness Technologies to address our software needs and to maintain and upgrade scheduled features. Awareness Technologies has been developing this type of software since 2002 and utilizes former National Security Agency programmers.

3. The bidder should describe their experience with computer monitoring and filtering specifically for convicted offenders.

Response: Robert Rosenbusch - President/CEO

Over 20 years of law enforcement experience with proven leadership skills, troubleshooting skills, and the ability to conduct highly refined computer related investigations and forensic analysis with a strong commitment to integrity, accuracy and effectiveness.

Lieutenant, Internal Affairs - 2014 to Present

Lieutenant Criminal Investigations Division- 2013 to 2014

Computer Forensics Examiner I Supervisor. 1999-2013

Conducted thorough investigations in cases that involve digital media or where a computer is Instrumental in committing a crime.

Supervised other forensic investigators, and managed a computer forensics lab.

Conducted thorough investigations involving Sex Offenders of all types to include Pedophiles, and child pornography collectors.

Created the High Tech Crimes Unit of the Round Rock, Texas Police Department including all policies and procedure.

Certified as a Computer Forensic Examiner since 1999 with the International Association of Computer Investigative Specialist, and EnCase certified examiner through Guidance Software.

Provided Williamson County Sheriff's Department with leadership, technical knowledge and assistance in setting up a forensic laboratory.

Provided Georgetown Police Department with leadership, technical expertise and training and guidance in setting up a forensic laboratory.

Serves as a mentor/coach for police officers and probation officers going through the IACIS Computer Forensic Certification Course, and through the EnCase certified computer forensic examiners course.

Supervised the White Collar Crime Unit of the Round Rock Police Department.

Part time instructor for Guidance Software, the maker of EnCase (the world leader in computer forensic software).

Mr. Rosenbusch teaches the basic, intermediate, advanced, internet & email, and NTFS expert courses utilizing the EnCase software.

Instructor of computer monitoring courses for probation and parole departments.

John Rowe- Chief Operations Officer

Over 13 years of law enforcement experience, and 3 years of corporate security and investigations.

Mr. Rowe has successfully investigated fraud cases, and has extensive training in computer forensics.

Current Supervisor of the White Collar Crimes/ Computer Forensics Unit of the Round Rock, Texas Police Department (2013 to Present)

4. The bidder should provide reference contact information (name, role in project, phone, and e-mail. Please verify correct e-mail address prior to submitting) for the contracts described pursuant to the above in order to allow the evaluators to verify the information.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	Bexar County Adult Probation
Contact Name:	Shannon Jones
Contact Title:	SAFE Unit Supervisor
Description of Role / Responsibility the above contact person had in referenced contract work:	Supervises the Sex Offender Unit of Bexar County Adult Probation
Contact Phone Number:	210-335-8754
Contact Email Address: *please verify accuracy of email address*	Shannon.jones@bexar.org
Applicable Dates of Contract Work	07-01-2009 to present
Description of Role / Responsibility in referenced contract work:	Unit Supervisor

5. The bidder 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 IFB requirements. The bidder should document how sufficient resources will be provided to the Department.

Response: RemoteCOM has the network infrastructure in place to add over 15,000 additional systems for monitoring with its current resources.

6. The bidder should describe their organization and the organization of their proposed subcontractor's(s') organization as it relates to the reliability and market strength/stability of the organization.

Response: RemoteCOM's unique and flexible approach to internet monitoring fostered the exponential growth in its' early years, more than doubling in size each of its' first 6 years. Since then the growth has stabilized at around 25 to 30% per year due largely to the positive approach, implementation and support of our products and services.

7. The bidder should describe any other companies and organizations that are strategic partners or alliances. Explain what benefits the Department will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. The bidder should disclose any corporate affiliations regarding other service organization affiliations, etc.

Response: RemoteCOM is a current corporate member of the American Probation & Parole Association, and the Texas Probation Association. Membership in these organizations allows our company to support Parole and Probation departments and provide training and resources as well. It also enhances our ability to stay current with the views and needs of the officers and the Departments.

8. The bidder should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceeding, pending or threatened against the bidder's organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor's organization.

RemoteCOM is currently involved in a patent lawsuit with Pearl Software. Pearl Software has filed this patent lawsuit against Awareness Technologies, RemoteCOM, and Spector Soft for allegedly infringing their patent on how to monitor an internet connection. It is our position that we do not, and have not violated this patent and that this suit is frivolous in nature. The CEO of Pearl Software is Dave Fertell who is related to Judith Fertell-Hogaboom the owner of IPPC Software, which is one of our direct competitors. This suit is ongoing and I can provide a copy of the original summons upon your request.

As almost anyone in business is aware, there is often a vast difference between allegations and the truth. There are numerous computer monitoring software suites currently for sale on the open market, yet we, along with our software vendor and Spector Soft are the sole target of this court action. Our attorneys are addressing this matter, and we are confident that these allegations will be resolved quickly and favorably.

9. The bidder should indicate whether or not they have 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 circumstances/reasons for the cancellation and/or non-renewal.

Response: RemoteCOM has never had a contract with any entity cancelled prior to expiration and no Contract has been denied renewal after its initial contract period.

EXHIBIT D

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
Line Item 001	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Line Item 002	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind _____ Workshop

Name of Organization:

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

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

EXHIBIT F
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITIONS:

Service-Disabled Veteran (SDV) 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 Enterprise (SDVE) 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.

STANDARDS:

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

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

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

EXHIBIT F - continued

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

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

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

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

Date SDV's Documents were Submitted: _____

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State of Missouri with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	<i>Authorized Representative's Signature</i>
Company Name (if applicable)	Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Dean Friedrich

Dean Friedrich

Dean Friedrich

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

RemoteCOM

March 9, 2015

Business Entity Name

Date

dean@remote-com.com

E-Mail Address

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

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

AND

- - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

- - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

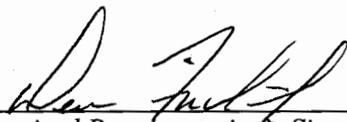
EXHIBIT G - continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now Dean Friedrich (Name of Business Entity Authorized Representative) as Director of Operations (Position/Title) first being duly sworn on my oath, affirm RemoteCOM (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 RemoteCOM (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	Dean Friedrich <u>Dean Friedrich</u> _____ Printed Name
Director of Operations _____ Title	March 9, 2015 _____ Date
dean@remote-com.com _____ E-Mail Address	818914 _____ E-Verify Company ID Number

Subscribed and sworn to before me this 09 (DAY) of March 2015 (MONTH, YEAR). I am commissioned as a notary public within the County of Williamson (NAME OF COUNTY), State of Texas (NAME OF STATE), and my commission expires on 2-25-2017 (DATE).

 Signature of Notary	<u>3-09-2015</u> Date
--	--------------------------



JIMMY L. HALL
MY COMMISSION EXPIRES
February 25, 2017

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

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

6. SUBMISSION OF BIDS

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

- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.

- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 08/07/2014

RemoteCOM Features and Capabilities

RemoteCOM's unique business model allows your department great flexibility in how to manage offenders that require computer or mobile device monitoring. We have tendered many contracts and memorandums of understanding for probation departments that have switched from our competitors software to our unique solution. This is due to the superior features and flexibility of our program, and the quality of our customer support for the offender as well as the officer, and agencies. When installed on a supported device, our software records all the offenders activity on computers and most key areas of activity on mobile computing devices. This greatly increases the sense of containment for the offender and gives your officers invaluable insight into the effectiveness of treatment and what the offender is doing on a daily basis. There are many features of our product that are unique to our company, exceeding industry standards. RemoteCOM has the right tools to fully manage the oversight of an offender's online activity. The following list is a general outline of the features and capabilities of our software.

Computers - All Desktop, Laptop, Notebook, and 2 in 1 Computers running supported operating systems listed below.

- **Supported Operating Systems** - Our software supports more Operating Systems than any other monitoring software including our competitors. All Windows operating systems from Windows XP - Windows 8.1 and all Apple operating systems from Apple OSX Snow Leopard - Apple OSX Yosemite are currently supported. Both 32 bit and 64 bit are supported.
- **Keystrokes**- Every keystroke that is made on the computer. This helps your agency in obtaining difficult information, such as passwords and user names to online accounts. We have seen several cases where offenders have created MySpace pages online or created Web Blog's that required a user name and password to view the content. We capture this information for you. (Computers only)
- **Email** - Our software monitors their email content. Allows you to see the types of communications that the offender is sending out. One of the most common methods of communication between offenders is email.
- **Online Chat**- We monitor the offenders online chat activities. We record both sides of the chat assisting your department keep track of what the content of those chats are, especially if they are trying to make contact with another person in an attempt to meet up in real life. Online Chat is one of the most widely used features of the internet and is utilized by our younger population. Our monitoring service benefits your department by tracking chat and can reduce the risk of the offender victimizing another individual through this feature.
- **Searches Performed** - Our software records any search done on the offender's computer using a search engine. This includes google, dogpile, msn, yahoo, etc ... This enables you to monitor what the offender is searching for online. We find that many times the offender will search for the type of material they want to see, then view it on their computer or download it. This has become an extremely helpful tool especially when offenders are searching Google images.

- **Keyword Alerts** - Our keyword alert system will trigger an instant alert if a specific word is either typed, or viewed in plain text on the computer screen. This includes any words that are found on websites. We can utilize this feature to benefit your department by creating a keyword list that reflects some of the activities in your local area. Each area of the nation has specific slang that is used between offenders to communicate. We can utilize this slang, and incorporate it with our keyword alert system. This feature is also integrated into our screenshot functionality. Anytime a keyword is detected, our software takes a screenshot and saves it for evidentiary purposes.
- **Screenshots** - Our screenshot module is used to collect evidence of potential violations. When a keyword alert is detected our software will take a picture of the offenders computer screen. This serves as a visual verification of what the offender was looking at. This also serves as evidence in any court hearings. There is nothing better than capturing a picture of the violation as it occurred. This will assist your department by ensuring that you have sufficient evidence in your court proceedings to support your position. In addition to this, and possibly even more important, our software is the only product that takes a screenshot EVERY 10 seconds an offender is online. This means that you can see what is on the screen of that system on a consistent basis. This is vital in preventing an offender from circumventing the keyword alert. If a product is only taking a snapshot when a keyword is detected, it is missing VITAL information of possible violations.
- **Filtering**- We can monitor and filter any website or program. Based on the probation department guidelines we are able to assist them in blocking access to specific types of website (such as adult content) or specific websites that the department knows they don't want them to access. We can also block access to certain types of programs, such as instant messaging, or online chat programs, or maybe peer to peer programs that allows people to transfer files from one computer to another over the internet. This assists your department in containing the offender's computer use, and reducing the risk to the community.
- **Programs** - Our software monitors every program running on the offender's computer and allows us or the officer to block access to any program installed on the computer. This feature is paramount in stopping the offenders from running unwanted programs such as online games, steganography software, encryption software, and file downloading programs.
- **Geo Locate** - Our software offers the ability to activate a Geo Locate service for programs installed on laptop computers. We are able to activate this service with appropriate authorization, which will allow you to track where the laptop is or has been while using a wireless internet connection. This feature is extremely useful for offenders who have absconded from justice.
- **Time Lock** - Our software also offers the ability to put a time lock on the offender's computer. This is a great feature that enables you to limit when the offender uses specific programs. Most

probation departments that utilize this feature use it to block internet access during certain hours of the day (such as night time between 10pm and 6am).

- **Notification Module**- Our software allows you to set up alert notifications. This notification can be set to send one officer or multiple officers notifications if an alert word is detected. This notification is sent in near real time.
- **File Tracking** – New feature that allows supervising officers and RemoteCOM monitors to view uploads and downloads to offender's Dropbox Account and downloads in general. Also tracks when the files are modified or renamed.
- **Tether Proof Technology**- Our unique Tether Proof Technology allows our software to continually collect data on the offender's computer even if their computer is not connected to the internet. The instant the offender is connected to the internet our software sends the updated information to our servers for review.
- **Heart Beat Technology** - Our software has our famous Heart Beat Technology built in. This technology provides a heart beat for the offenders computer letting you know when the last time the offender's computer reported to the server. This helps when an offender has removed the software by doing a system reinstall or purchasing and replacing the hard drive of the computer.
- **Search Technology**- Our software also has a unique search utility built into the online interface. This search feature allows you to search historical data for information. If someone was to come into your office with some information and you wanted to see if the name or word was ever seen on the offender's computer you could do a historical search for any instance of that word or name.
- **Administration** - Our online web interface also allows your organization to set up account administration to give, remove, or change which users have access to each account. This is extremely helpful with the ever changing number of new officers coming into the department, and officers leaving, as well as promotions. You will need the flexibility to manage these user accounts in real time.
- **Hands Free Upgrades**- Our software has the ability in many cases to install updates to the offender's computers as features are added, without having to do a reinstall or have anyone sitting at the computer on the other end. Once our software is installed we can remotely install update without any user interaction, and at no extra cost.
- **Expert Testimony**- We stand behind our product and services. We provide expert testimony in court for violations that occur and are recorded and reported by our services. We know that many probation officers lack the training or experience in computer related monitoring or data recovery. This is why we provide you with someone who is an expert in the field and who has extensive experience.

Mobile Computing Devices – Smart Phones and Tablets that running supported operating systems listed below.

- **Supported Mobile Computing Operating Systems**– Presently Android and Blackberry operating systems are the only operating systems supported by the RemoteCOM software. Android operating systems are preferred by supervising officers over the BlackBerry because there are more limited monitoring options for the BlackBerry. We currently are not monitoring any BlackBerry devices in the country.
- **Apps** – Captures which applications are running on the mobile computing device. (Android Only)
- **Calls** - Captures the call history of the mobile computing device. (Date, time, duration, call type and phone number/ contact if available.) (Android and BlackBerry)
- **Emails**- Captures emails from the BlackBerry system. (BlackBerry Only)
- **Geo-locate** – Location of mobile computing device if location services or gps is allowed on the device. (Android or BlackBerry)
- **Photos** – Captures photos taken and saved by the mobile computing device. (Android and BlackBerry)
- **SMS Text** – Captures SMS Text sent and received by the offender’s mobile computing device. (Android and BlackBerry)
- **Websites and Website Searches** – Captures the websites and searches of the offender using the Android and Chrome browsers on their mobile computing device. (Android Only)
- **MMS Text Images** – Captures sent or received MMS text images and stores them in the Photos section of the RemoteCOM web interface. (Android Only)
- **Instagram Photos** – Captures all images taken by the offender’s mobile computing device and posted to Instagram. (Android Only)
- **Snapchat Photos** – Captures sent Snapchat images taken by the offender’s mobile computing device. (Android Only)

Any new features, new supported computing devices or new supported operating systems added to the RemoteCOM product line during the contract term are included and are available to State of Missouri at the proposed rate.

RemoteCom employs Police Officers, Probation Officers, Prosecutors and other Law Enforcement Professionals that monitor offenders computer usage. These Law Enforcement professionals are uniquely qualified to assist your Officers in monitoring an offender. This can free up countless hours spent on monitoring and sorting through mountains of data compiled by our software. Every offender's activity is monitored by our Officers AT LEAST once in every 24 hour period. This is in addition to any monitoring done by your Officers. Anytime we detect a criminal offense representing an immediate threat to life, damage to property, or destruction of evidence, the local law enforcement agency is immediately contacted and the supervising officer is personally contacted by the monitor. If we detect a probation /parole violation our monitor will notify the supervising officer immediately. If we find information that is not a criminal offense nor a probation violation but we feel is important for the supervising officer to know, our monitor will send that information via email to the supervising officer. Our monitors are able to evaluate the data and make judgment calls that software simply cannot do. This is a service that only RemoteCOM offers, you will not get this with any other company.

Example WEB Interface - Screenshots

Awareness Technologies x

https://www.rcomlogin.com/sonar/webui/Stboick/55wdazj6550v1kx5nqiy/DashBoard/Dashboard.aspx

Apps CabinetParts.com | Link Lite LED Under ... Amazon.com: Super... Inspired LED - LED Li... Formula 1™ - The O... NBH Outlet - Qualit... Bills Dimmable PAR30 Su... QODBC Tutorial for ... Fake Windows Secur... Other bookmarks

REMOTECOM

Home Log Out

From: 3/1/2015 To: 3/8/2015 filters

Widgets Add Delete

- Activity
- Widgets
- Reports
- Exports

RECORDED DATA

NOTIFICATIONS

SEARCH

LAPTOP COP

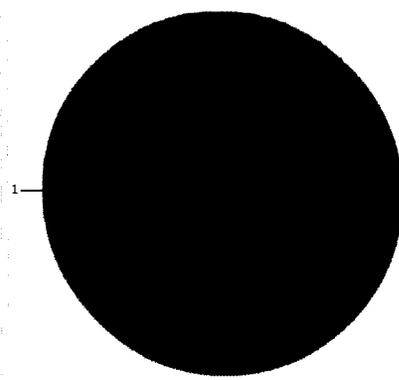
SETTINGS

HELP

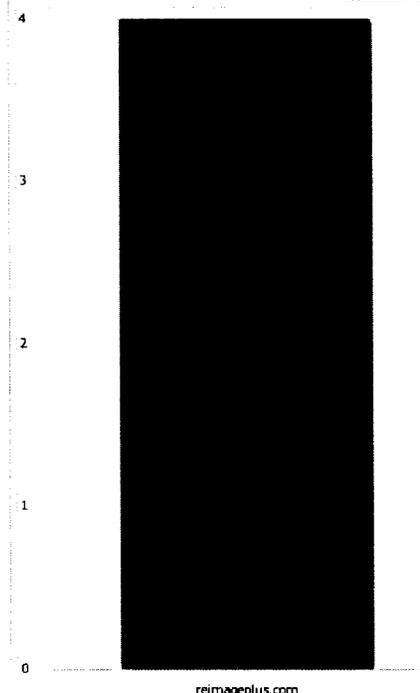
Top Screenshots by Application Trigg

ExecutableName	Screenshots
ieplere.exe	3
wmplayer.exe	7
explorer.exe	95
dwm.exe	6
chrome.exe	91

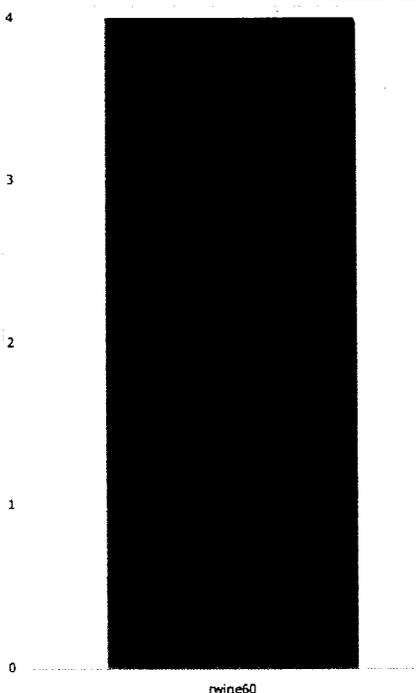
Allowed Websites Most Visited



Allowed Websites by Duration



Time Spent Websurfing



© Awareness Technologies 20

REMOTECOM

Home Log Off

Recorded Data » Computers » Websites From: 3/1/2015 To: 3/8/2015 Filters

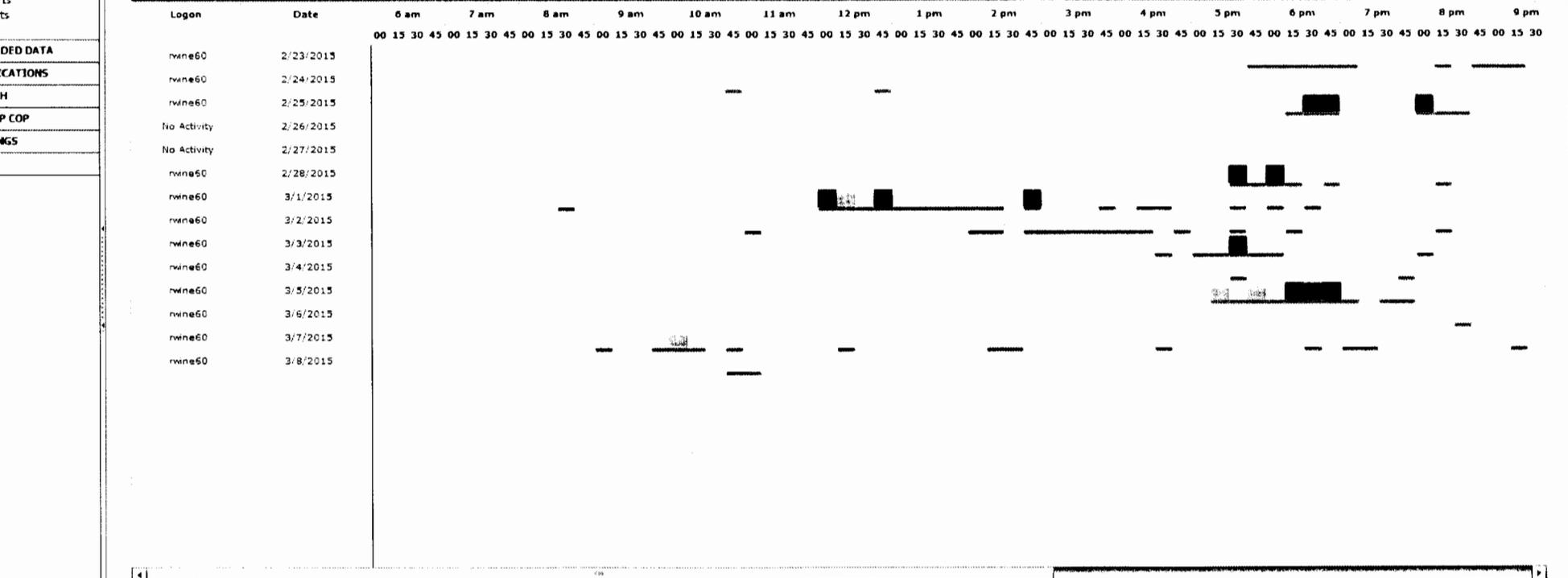
Group by Columns Export Delete Add Note Print Bookmarks Only

REMOTECOM

Home Log Off

Dashboard » Activity Filters

Activity: All Activity View Last 14 Days Last 7 Days Yesterday Today Custom Active: [Redacted]



- REMOTECOM**
- DASHBOARD**
- RECORDING DATA**
- Computers
 - Emails
 - File Tracking
 - Dropbox
 - Download
 - IMs/Chats
 - Keystrokes
 - Printed Documents
 - Programs
 - Screenshots
 - Alert Word
 - Smart Camera
 - Web Activity
 - Bandwidth
 - Websites
 - Searches
 - Social Networking
 - Facebook
 - Twitter
 - LinkedIn
 - YouTube
 - Mobile Devices
 - Apps
 - Calls
 - Emails
 - Geolocate
 - Photos
 - SMS
 - Web Activity
 - Websites
 - Searches
 - Instagram
 - Photos
 - Snapchat
 - Photos
 - WhatsApp
 - Messages
 - Settings
 - Exports

Recorded Data » **Computers** » **Screenshots** From: 3/1/2015 To: 3/8/2015 GO Filter

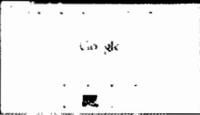
Group by	Columns	Export	Delete	Add Note	Print	Bookmarks Only
▼ Trigger						# of Screenshots
chrome.exe (9)	3/5/2015 6:42:39 PM	rwine60	chrome.exe	5		
dmv.exe (6)	3/5/2015 6:45:10 PM	rwine60	explorer.exe	28		
explorer.exe (19)	3/5/2015 6:53:50 PM	rwise60	dmv.exe	1		
explor.exe (2)	3/6/2015 1:30:51 AM	rwise60	chrome.exe	27		
mpplayer.exe (7)	3/6/2015 1:36:16 AM	rwise60	dmv.exe	1		
	3/6/2015 11:28:06 PM	rwise60	chrome.exe	6		
	3/7/2015 10:05:07 AM	rwise60	chrome.exe	15		

Date/Time: 3/6/2015 11:28:06 PM User: rwise60

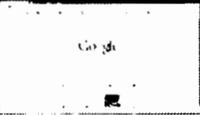
Trigger: chrome.exe

Notes: There are no notes for this item

Click the thumbnails below to see the screenshots in their original size.



1



2



3



DASHBOARD

Recorded Data Mobile Devices Calls

From: 3/7/2015 To: 3/7/2015 Filters

- RECORDED DATA
- Computers
 - Emails
 - File Tracking
 - Dropbox
 - Download
 - IM/Chats
 - Keystrokes
 - Printed Documents
 - Programs
 - Screenshots
 - Alert Word
 - Smart Camera
- Web Activity
 - Bandwidth
 - Websites
 - Searches
- Social Networking
 - Facebook
 - Twitter
 - LinkedIn
 - YouTube
- Mobile Devices
 - Apps
 - Calls**
 - Emails
 - Geolocate
 - Photos
 - SMS
 - Web Activity
 - Websites
 - Searches
 - Instagram
 - Photos
 - Snapchat
 - Photos
 - WhatsApp
 - Messages
- Settings
- Exports

Date	Date	Computer	Duration	Call Type	Participants
3/7/2015 (5)	3/7/2015 9:38:19 AM	dean test	00:00:16	Outgoing	8883387012 (Unknown)
	3/7/2015 9:36:59 AM	dean test	00:00:14	Outgoing	8667760731 (Curtis Rosenbusch)
	3/7/2015 9:36:28 AM	dean test	00:00:08	Outgoing	8667760731 (Curtis Rosenbusch)
	3/7/2015 9:24:18 AM	dean test	00:00:03	Incoming	5127176602 (Unknown)
	3/7/2015 9:23:35 AM	dean test	00:00:14	Outgoing	5127176602 (Unknown)

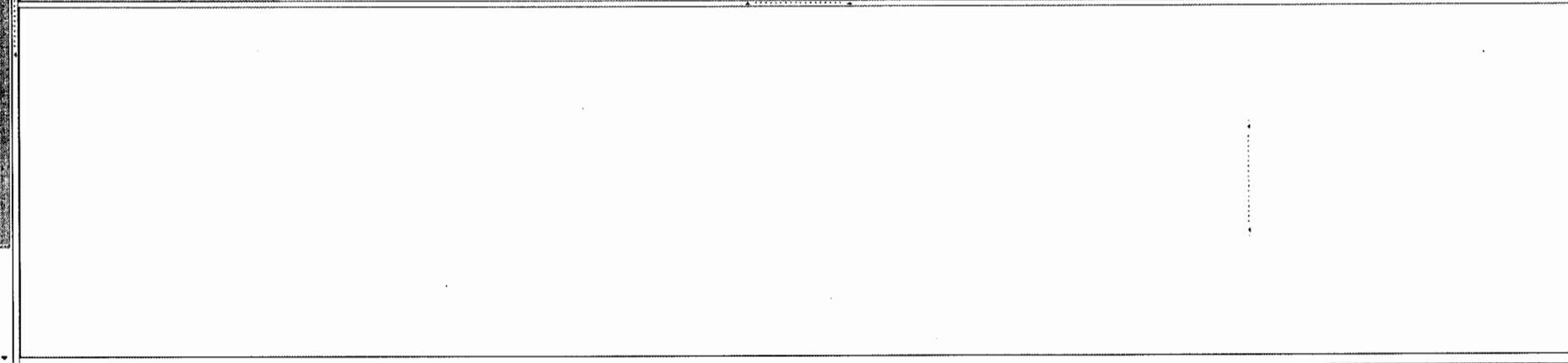
- DASHBOARD**
- RECORDED DATA**
- Computers
 - Emails
 - File Tracking
 - Dropbox
 - Download
 - IMs/Chats
 - Keystrokes
 - Printed Documents
 - Programs
 - Screenshots
 - Alert Word
 - Smart Camera
 - Web Activity
 - Bandwidth
 - Websites
 - Searches
 - Social Networking
 - Facebook
 - Twitter
 - LinkedIn
 - YouTube
 - Mobile Devices
 - Apps
 - Calls
 - Emails
 - Geolocate
 - Photos
 - SMS
 - Web Activity
 - Websites
 - Searches
 - Instagram
 - Photos
 - Snapchat
 - Photos
 - WhatsApp
 - Messages
 - Settings
 - Exports

Recorded Data Mobile Devices Programs From: 3/7/2015 To: 3/7/2015 Filters

Group by Columns Export Delete Add Note Print Bookmarks Only

Executable	Computer	User	Start Time	End Time	Duration	Window Title	Active Time	Program
Neat (1)	dean test	Default	3/7/2015 11:58:31 AM	3/7/2015 1:11:17 PM	01:12:46	Last active : 3/7/2015 11:5...	01:12:45	Neat

<< < 1 of 1 >>





- DASHBOARD**
- RECORDED DATA**
 - Computers
 - Emails
 - File Tracking
 - Dropbox
 - Download
 - IMs/Chats
 - Keystrokes
 - Printed Documents
 - Programs
 - Screenshots
 - Alert Word
 - Smart Camera
 - Web Activity
 - Bandwidth
 - Websites
 - Searches
 - Social Networking
 - Facebook
 - Twitter
 - LinkedIn
 - YouTube
 - Mobile Devices
 - Apps
 - Calls
 - Emails
 - Geolocate
 - Photos
 - SMS
 - Web Activity
 - Websites**
 - Searches
 - Instagram
 - Photos
 - Snapchat
 - Photos
 - WhatsApp
 - Messages
 - Settings
 - Exports

Recorded Data » Mobile Devices » Websites

From: 3/7/2015 To: 3/7/2015 Filters

Group by Columns Export Delete Add Note Print Bookmarks

Domain	Item ID	Date	Computer	User	Website	Window Title	Duration	Blocked Trigger
petco.com (3)	-9223372036781167214	3/7/2015 1:12:56 PM	dean test	Default	petco.com	Pet Supplies, Pet Food, and P...	00:00:00	
	-9223372036781167215	3/7/2015 1:11:50 PM	dean test	Default	petco.com	Dog Toys - Interactive Dog ...	00:00:00	
	-9223372036781167216	3/7/2015 1:11:32 PM	dean test	Default	petco.com	Pet Supplies, Pet Food, and P...	00:00:00	

REMOTECOM

DASHBOARD Recorded Data » Mobile Devices » Photos From: 3/7/2015 To: 3/9/2015 Filters

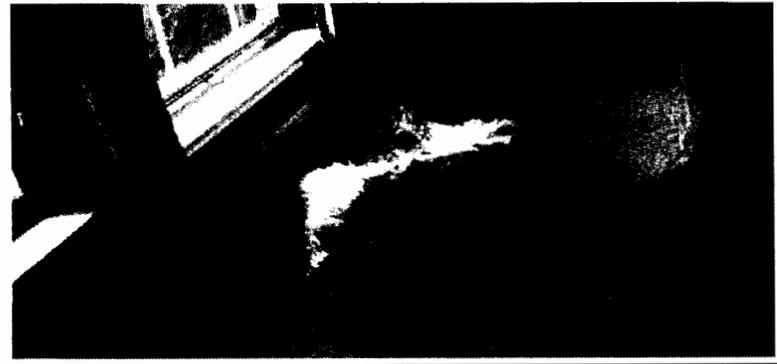
RECORDED DATA Group by Columns Export Delete Add Note Print Bookmarks Only

Date	Computer	Properties	Filename
3/8/2015 (1)	dean test		20150308_123700.jpg

Computer Name: dean test
Date/Time: 3/8/2015 12:37:00 PM

Properties:
Filename: /storage/extSdCard/DCIM/Camera/20150308_123700.jpg

Notes:
There are no notes for this item



- Computers
- Mobile Devices
 - Apps
 - Calls
 - Emails
 - Geolocate
 - Photos
 - SMS
 - Web Activity
 - Websites
 - Searches
 - Instagram
 - Photos
 - Snapchat
 - Photos
 - WhatsApp
 - Messages
- Settings
- Exports



Application Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 2
- Executed At: 10/29/2010 1:38:26 PM

Program: iexplore.exe	Department: ██████████ County, TX
Opened: 10/29/2010 9:20:41 AM	Computer: ██████████
Closed: 10/29/2010 9:43:19 AM	User: ██████████
Window Title	Activity Duration
File Download	1 min 2 sec
0% of ~/ from mail3.homesteadmail.com Completed	1 sec
Verifying attachments.zip from mail3.homesteadmail.com	22 min 38 sec
102KB of attachments.zip from mail3.homesteadmail.com Copied	2 sec
103KB of attachments.zip from mail3.homesteadmail.com Copied	2 sec
<hr/>	
Program: iexplore.exe	Department: ██████████ County, TX
Opened: 10/29/2010 9:20:39 AM	Computer: ██████████
Closed: 10/29/2010 9:23:49 AM	User: ██████████
Window Title	Activity Duration
Windows Internet Explorer	10 sec
Print	5 sec
Internet Explorer Security	2 sec
AT&T - Internet Explorer provided by Dell	27 sec
New Message - Internet Explorer provided by Dell	0 sec
Blank Page - Internet Explorer provided by Dell	1 sec
http://www.ambassadorproperty.com/index.html - Internet Explorer provided by Dell	1 sec
Home - Internet Explorer provided by Dell	34 sec
Zimbra - Internet Explorer provided by Dell	9 sec
Zimbra: Inbox (11) - Internet Explorer provided by Dell	29 sec
Zimbra: Reply - Internet Explorer provided by Dell	1 min 14 sec
Zimbra: Forward - Internet Explorer provided by Dell	8 sec
Zimbra: Inbox (10) - Internet Explorer provided by Dell	31 sec
Zimbra: Inbox (9) - Internet Explorer provided by Dell	26 sec
Zimbra: Inbox (8) - Internet Explorer provided by Dell	24 sec
Zimbra: Inbox (7) - Internet Explorer provided by Dell	59 sec
Zimbra: Junk - Internet Explorer provided by Dell	5 sec
Zimbra: Junk (1) - Internet Explorer provided by Dell	46 sec
Chase Online - My Accounts - Internet Explorer provided by Dell	20 sec
Zimbra: Inbox (6) - Internet Explorer provided by Dell	18 sec
Payment Confirmation - Internet Explorer provided by Dell	33 sec
Zimbra: Inbox (5) - Internet Explorer provided by Dell	52 sec
Zimbra: Inbox (4) - Internet Explorer provided by Dell	3 min 10 sec
Zimbra: Inbox (3) - Internet Explorer provided by Dell	2 min 22 sec

Zimbra: Inbox (2) - Internet Explorer provided by Dell	15 sec
My Profile - Internet Explorer provided by Dell	1 min 40 sec
New Tab - Internet Explorer provided by Dell	48 sec
Make A Payment - Internet Explorer provided by Dell	31 sec
Bill & Payments - Internet Explorer provided by Dell	8 sec
Zimbra: dboswell@ambassadorproperty.com - Internet Explorer provided by Dell	22 sec
AT&T Cell Phones, U-verse, Digital TV, DSL Internet, and Phone Service - Internet Explorer provided by Dell	49 sec
Zimbra Collaboration Suite Log In - Internet Explorer provided by Dell	17 sec
CHASE Home: Personal Banking Personal Lending Retirement & Investing Business Banking - Internet Explorer provided by Dell	2 sec
CHASE Home: Personal Banking Personal Lending Retirement & Investing Business Banking - Internet Explorer provided by	1 min 36 sec
https://www.att.com/pmt/submitQuickStart.do - Internet Explorer provided by Dell	3 sec
https://www.att.com/pmt/setupQuickPay.doview?reportActionEvent=A_PMT_QUICK_PAY_SETUP&reportActi - Internet Explorer provided by	6 sec
Confirm Payment Details - Internet Explorer provided by Dell	24 sec
Profile Change Confirmation - Internet Explorer provided by Dell	13 sec
Zimbra: Vicki Swazey-Griffin - Internet Explorer provided by Dell	14 sec
https://www.att.com/pmt/profile/addSetUpPmtProfile.do - Internet Explorer provided by Dell	5 sec
New Payment Profile-AT&T - Internet Explorer provided by Dell	1 min 5 sec
https://www.att.com/pmt/jsp/profile/reportLoggerDiv.jsp?reportType=del - Internet Explorer provided by Dell	1 sec
https://www.att.com/view/billLanding.do?event=mybill - Internet Explorer provided by Dell	3 sec
https://www.att.com/pmt/setupQuickPay.do?reportActionEvent=A_PMT_QUICK_PAY_SETUP&reportActionFo - Internet Explorer provided by	2 sec
Zimbra: Re: Mail - Internet Explorer provided by Dell	5 sec



Email Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 1
- Executed At: 10/29/2010 1:36:55 PM



From: [REDACTED] County, TX
[REDACTED]@farmersagent.com]
To: 'David [REDACTED]
[REDACTED]@ambassadorproperty.com]
Cc:
Subject: RE: Insurance & IRA
Sent: 10/27/2010 10:20:06 AM
Department: [REDACTED]
Computer: [REDACTED]
User: [REDACTED]
Alert Words:



Instant Message Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 1
- Executed At: 10/29/2010 1:37:12 PM



Instant Messages

Sent:	10/28/2010 4:32:04 PM	Department:	[REDACTED] County, TX
Participants:	[REDACTED]_1@live.com>, Liliana [REDACTED]@hotmail.com)	Computer:	[REDACTED]
		User:	[REDACTED]
		Alert Words:	

Liliana says:
[REDACTED] WAS CHOKING AS USUAL AND NOBODY CARES!!!!

David says:
[REDACTED] farted!

Liliana says:
[REDACTED] I'm not going back there...

David says:
[REDACTED] Tamyra hasn't smelt it yet!
[REDACTED] Smells like roses.

Liliana says:
[REDACTED] That's usually what happens when you eat at taco bell
[REDACTED] Roses my ass

David says:
[REDACTED] omg....I'm gonna die.



Keystroke Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 2
- Executed At: 10/29/2010 1:37:36 PM

Program: winword.exe Department: ██████████ County, TX
Run At: 10/28/2010 4:59:47 PM Computer: ██████████
Window Title: Microsoft Office Word User: ██████████
Alert Words:

Formatted Data:

October 28, 2010

Department of the Treasury
Internal Revenue Service
Memphis, TN 38101-0017

Re: Request for Tax Return - Dec 2008

Please find attached
To Whom it May Concern:

Form 2553 in which was submitted via my accountant on 12-19-2008 upon completion. Ambassador Residential Property Management with the TaEIN/Tax Id number of ██████████, D w. It was the assumption upon receipt of this form that would be viewed as a S-Corp to date

The form was fax by ██████████ on 12-19-2008 who has witnessed below.

Thank you for your attention to the matter.

██████████ Owner

████████████████████ Certified Public
Accountant

Raw Data:

[back][back][back][back][shift]October[return]
[back] 28, 2010[return]

[return]
[return]
[shift]Department of the [shift]Treasury[return]
[shift]Internal [shift]Revenue [shift]Service[return]
[shift]Memphis, [shift]Tn[back][shift]N 38101-0017[return]
[return]
[return]
[back][return]
[shift]R[back][shift]Re[shift]: [shift]Request for [shift]Tax [shift]RETur[back][back][back][back]return[return]
[return]
[return]
[back][back][back] - [shift]Dec 2008[return]
[return]
[return]
[shift]Please find attached [dn][dn][dn][dn][dn][dn][dn][dn][dn][dn][dn][dn]
[dn][dn][dn][dn][dn][dn][dn][dn][dn][dn][dn][dn][return]
[up][shift]To [shift]Who [back][back][back]hom it m[back][shift]May [shift]Concern[shift]:[return]
[return]
[back] [back][shift]Form 225[back][back]553 in which was submitted [back][back][back][back][back]mitted
by[back][back]via my accountant on 12-19-2008 [back]. [shift][back][back][back][back] upon completion.
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift]
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift]
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift]
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift]
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift][shift]
[shift][shift][shift][shift][shift][shift][shift][shift][shift][shift] Ambassador [shift]Residential [shift]Property [shift]
Mm[back]anagm[back]ment[back][back]ent with the [shift]Tax [shift]EIN[back]x [shift][back][back][back][back]
[back][shift]EIN[shift]Tax [shift]Id number of [redacted] [dn][dn][dn][dn][dn][dn][back][up][up][up][up] ,,
[back][shift]D was [back][back][back]as [back][back][back][back][back]. [shift]It was the assumption upon
receipt of this form that would be c[back]viewed as a [shift]S-[shift]Corp to date[up][return]
[return]
[shift]The form was fax by [shift]Natalie [shift]Steadman [back][back][back]eadman on 12-19-2008 who ah
[back][back]has witnessed below. [shift][return]
[return]
[shift]Thank you for this[back][back][back][back]your attention to the matter.[return]
[return]
[return]
[return]
[return]
[return]
[return]
[shift]David [shift]Boswell, [shift]Owner[return]
[return]
[return]
[return]
[return]
[shift]Natalie -[shift]President[back][back][shift]Steadman, [shift][shift][shift][shift][shift][shift]
Account[back][back][back][back][back][back][back][shift]Certified [shift]Accountant [back][back][back][shift]Public
[shift]Accountant[shift] _____ [shift]
[return]

Program:	msnmsgr.exe	Department:	[REDACTED] County, TX
Run At:	10/28/2010 2:57:52 PM	Computer:	[REDACTED]
Window Title:	Windows Live Messenger	User:	[REDACTED]
		Alert Words:	

Formatted Data:

working on some stuff.
It's all good.
I don't know.
I farted!
Tamyra hasn't smelt it yet!
Smells like roses.omg....I'm gonna die.
what are the lease dates for yager.....?
not mine
123

Raw Data:

working on some stuff.[return]
[shift]It's [back][back][back]'s all good.[return]
[shift]I don't know.[return]
[shift]I farted[shift]![return]
tam[back][back][back][shift]Tamyra hasn't smelt it yet[shift]![return]
[shift]Smells like roses.[return]
img[back][back][back][back]omg....[shift]I'm gonna die.[return]
h[back]what are the lease dats fo[back][back][back][back]es for yager.....[shift]?[return]
135[back][back][back]not mine[return]
123[return]



Screenshot Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 2
- Executed At: 10/29/2010 1:38:09 PM

Taken: 10/27/2010 6:48:35 PM Department: ██████████ County, TX
Trigger: firefox.exe Computer: ██████████
Image: 1 of 1 User: ██████████

Downloads [Window Title Bar]

	Rental_Owner_Statement.pdf 282 KB — managebuilding.com	1:48 PM
	Rental_Owner_Statement.pdf 282 KB — managebuilding.com	1:35 PM
	Rental_Owner_Statement.pdf Failed — managebuilding.com	1:34 PM 
	rolands-real-estate-list...1286912776-phpapp02.pptx 2.4 MB — slideshare.net	Monday
	Properties.csv 14.0 KB — managebuilding.com	October 20

Search 

Taken:	10/27/2010 2:26:11 PM	Department:	[REDACTED] County, TX
Trigger:	iexplore.exe	Computer:	[REDACTED]
Image:	1 of 1	User:	[REDACTED]

Property Media - Internet Explorer provided by Dell

http://mltr.e listings:marketlink.com/portal/publicmedia.aspx?LID=3392964&PID=1048611&MID=0567566

3114 Oakridge PT **\$995**



front of duplex

Living room with wood laminate floor, c. fan & fireplace

dining area



kitchen

(3 items remaining) Waiting for ht

Internet | Protected Mode: On + 100%



Website Report

Detail

Report Criteria:

- Date Range: 10/27/2010 to 10/29/2010
- Departments: All
- Computers: [REDACTED]
- Users: All
- Favorites: 9
- Notification: N/A

Report Results:

- Matches: 359
- Executed At: 10/29/2010 1:37:52 PM



Domain:	homesteadmail.com	Department:	[REDACTED] County, TX
Viewed:	10/29/2010 9:34:30 AM	Computer:	[REDACTED]
Duration:	00:00:01	User:	[REDACTED]
Title:	Zimbra: Inbox (3)		
http://mail3.homesteadmail.com/zimbra/?client=preferred&client=preferred#7			

Domain:	homesteadmail.com	Department:	[REDACTED] County, TX
Viewed:	10/29/2010 9:34:29 AM	Computer:	[REDACTED]
Duration:	00:05:00	User:	[REDACTED]
Title:	Zimbra: Inbox (4)		
http://mail3.homesteadmail.com/zimbra/?client=preferred&client=preferred#1			

FEDEX

Express

3/10/15
2pm

ORIGIN ID: BSHR (612) 248-1161	SHIP DATE: 03MAR15
POSTNET 3720 GATTIS SCHOOL RD #800	ACTWT: 1.7 LB CRD: 187074661/MSX12968
ROUND ROCK, TX 78664 UNITED STATES US	BILL SENDER

TO FISCAL MANAGEMENT UNIT
MISSOURI DEPARTMENT OF CORRECTIONS
2729 PLAZA DRIVE, PO BOX 236
PURCHASING SECTION
JEFFERSON CITY MO 65102

(573) 626-6494 REF: 8738256484
JAN 11 11:57 AM DEPT:



TRK# 7803 1910 4777 TUE - 10 MAR 10:30A
SECURITY OVERNIGHT

S XX JEFA 65102
MOUS STL



RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
3/10/2015 11:47 AM

IFB 15708072

Align bottom of peel-and-stick airbill or pouch here.