

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:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

IFB 15708399

CCTV System and Equipment,
Installation and Repair

FOR

Department of Corrections
Division of Probation & Parole
Various Locations

Contract Period:
January 9, 2016 through One Year

Date of Issue: October 29, 2015
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Bids Must Be Received No Later Than:

2:00 p.m., Thursday, December 3, 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: Lan-Tel Communications Services, Inc.
Mailing Address: 520 N MO 7 Highway
City, State, Zip: Independence, MO 64057
Telephone: 816-650-5038 Fax: 816-650-5862
Federal EIN #: 43-1865060 State Vendor #: _____
Email: sniemeyer@lantelco.com
Authorized Signer's Printed Name and Title: Scott Niemeyer - Vice President

Authorized Signature: [Signature] Bid Date: 12/2/2015

NOTICE OF AWARD:

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

Group 2

Contract No. Y1570839902

[Signature]
Ellis McSwain, Board Chairman, Division of Probation & Parole

[Signature]
Date

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

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Annual Wage Orders - The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for each applicable county.

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1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Introduction:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase and installation of new CCTV wiring, parts, accessories and equipment (excluding DVRs), installation of Department supplied CCTV equipment, and repair services of existing CCTV security systems and equipment at various locations statewide (see **Attachment 1**) for the Missouri Department of Corrections, hereinafter referred to as the "Department," Division of Probation and Parole, hereinafter referred to as "P&P", on an as needed basis in accordance with the requirements and provisions stated herein.

1.2 General Information:

1.2.1 The current contract (Y12709126) may be viewed and printed from the Department of Corrections' Division of Human Services, General Services Awarded Contracts located on the Internet at http://doc.mo.gov/DHS/General_Services_Awarded.php.

1.2.2 The Department makes no guarantee as to the number of locations or the size of the scope of work at any location.

1.2.3 Terms and Conditions - It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Evaluation and Award

1.2.4 Annual expenditures from this contract shall not exceed \$24,999.99.

1.2.5 Funds – Expenditures from federal funds are not included in this contract.

1.3 Questions Regarding the IFB:

1.3.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.

- a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer.
- b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process,

must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.Fredrick@doc.mo.gov .

- c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the Department.

2.1 General Requirements:

2.1.1 Upon receipt of an order from the P&P, the contractor shall provide with and deliver to the P&P new CCTV wiring, parts, accessories and equipment (excluding DVRs) on an as needed basis. In addition, and as requested by the P&P, the contractor shall provide installation of such CCTV wiring, parts, accessories and equipment, install Department supplied equipment, and repair existing CCTV systems and equipment at all locations awarded to the contractor listed on **Attachment 1**. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the above and as described herein.

2.1.2 Installation and repair services must be completed in a professional and timely manner and in compliance with all applicable industry standards and building codes. The contractor shall coordinate work schedules with the P&P designee for minimal disruption to normal state business occurring at the same time.

a. If the contractor's work is at any time in violation of applicable industry standards or codes, the contractor shall correct the work at no cost to the Department.

b. Working hours shall be Monday-Friday – 8:00 a.m. to 4:00 p.m.

2.1.3 Services shall begin within ten (10) business days ARO or on a date requested by the P&P, whichever is later, and shall continue without interruption until completed.

2.1.4 P&P shall have a right to limit the number of personnel, including subcontractors, the contractor has on site at any one time.

2.2 Scope of Work:

2.2.1 The contractor shall furnish all supervision, labor, parts, materials, equipment, tools, transportation, and all effort necessary to perform the requirements herein.

2.2.2 The contractor shall supply (excluding DVRs) and install new security cameras and CCTV equipment on an as needed basis.

2.2.3 The contractor shall install Department supplied CCTV equipment and repair existing CCTV equipment and systems as requested by the P&P at the locations awarded to the contractor listed on **Attachment 1**.

2.2.4 Installation shall include all wires, connectors, mounting hardware or any other accessories necessary to install the CCTV equipment per manufacturer's specifications.

2.2.5 Repair services shall include trouble shooting the system and identifying and replacing any defective wires, connectors, equipment, etc. necessary to restore the system to full operation.

a. If the trouble shooting reveals a defective camera, DVR, or some other piece of equipment, the contractor shall immediately notify P&P of its findings and, if repairable and requested by P&P, provide an estimate for the repair of the equipment along with the make and model number of each piece of equipment in need of repair.

- b. The contractor shall not perform repair services until specifically instructed to do so by P&P.
- c. Any fee charged by the contractor to provide an estimate for repair services shall be deducted from the total repair cost if the decision is made to repair the equipment.

2.2.6 The contractor shall not be responsible for patching or painting surfaces as a result of the repairs to the security systems; however, the contractor must leave the work-site in broom-clean condition, disposing of excess materials and debris consistent with good industry practices and in accordance with local, state and federal rules, laws, etc.

- a. The contractor shall exercise due diligence and accepted industry practices for preventing unnecessary damage to walls and other surfaces.

2.3 Delivery Requirements:

2.3.1 Orders shall be placed by the P&P. Upon receipt of an authorized purchase order or state purchasing card transaction notice, delivery of products or services must be made within **thirty (30)** calendar days. All products purchased shall be delivered FOB, Destination, Freight Prepaid and Allowed.

2.3.2 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at:

<http://content.oe.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.4 Security Requirements for Community Release Center and Community Supervision Centers:

2.4.1 Upon arrival to a community release center (CRC) or community supervision center (CSC) facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools and supplies on person being taken into the facility and a written inventory of the tools and supplies for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the P&P designated personnel. All tools, supplies not secured in a locked job box, and all vehicles and equipment must be removed at the end of each day.

- a. All tools, parts, supplies, equipment not on the contractor's person or contractor's personnel shall be secured and locked in or on the contractor's vehicles and or job box. All equipment outside of the cab of the vehicle shall be chained and padlocked, i.e. ladders, tools, parts.

- b. Large items impossible to move without heavy equipment do not need to be secured.

2.4.2 In the event the contractor wishes to use a locking job box, a detailed list of all tools/items must be provided to the P&P's designated personnel and a daily documented inventory of all tools/items must be conducted to account for all tools/items prior to the contractor leaving the facility each day. The job box will be stored in a designated Department building each day, and the contractor must leave a key to the job box with the P&P's designated personnel.

2.5 Testing Requirements and Final Acceptance:

2.5.1 The contractor must conduct testing of all installed and repaired equipment and/or system, and make all necessary adjustments required for the equipment's and/or system's successful functioning in accordance with manufacturer recommendations at no additional cost to the Department. All work performed by the contractor shall meet the final acceptance of the Department.

2.6 Service/Operation Documentation:

- 2.6.1 The contractor must supply manufacturer service/operation manuals to the P&P for the equipment provided at no additional cost.

2.7 Warranty Requirements:

- 2.7.1 The contractor shall provide the manufacturer's standard warranty for all new CCTV wiring, parts, accessories and equipment and, at minimum, a ninety (90) day warranty on labor required to install and/or repair the equipment. The contractor shall understand and agree that the warranty shall commence once the Department has accepted all work performed.

2.8 Replacement of Damaged/Defective Product:

- 2.8.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

2.9 Invoicing Requirements:

- 2.9.1 An itemized invoice including the following shall be presented to the P&P representative at the time of work completion:

- a. All new CCTV wiring, parts, accessories and equipment;
- b. Services and hours to complete services;
- c. Trip charge, if applicable; and
- d. Credit for estimation fee, if applicable

- 2.9.2 The contractor's hourly rate shall commence at the time the contractor arrives on site and notifies the P&P designee of his/her arrival.

- a. Hours worked shall be rounded to the nearest quarter hour and invoiced accordingly.
- b. There shall be no minimum number of hours charge.

- 2.9.3 The Department shall not reimburse lodging or per diem costs.

- 2.9.4 Pricing for catalog/price list items shall be determined by applying the quoted markup percentage, as indicated on **Exhibit A, Pricing Page**, to the current price as listed in the contractor's current product catalog/price list.

EXAMPLE: Current price = \$20.00, Markup = 10%

CALCULATION: $20.00 \times 1.10 = \$22.00$ = Total Department cost including shipping.

- 2.9.5 Any order received on the last day of the contract for goods and/or services must be invoiced at the contract price.

- 2.9.6 The contractor shall accurately invoice per the prices indicated on **Exhibit A, Pricing Page**. In no event shall the amount paid to the contractor for any line item exceed the quoted guaranteed not-to-exceed total price provided by the contractor and approved by the Department as set forth herein.

- 2.9.7 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the

purchase order. Failure to comply with these requirements may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

- 2.9.8 The contractor's invoice should include any discount for prompt payment as indicated on **Exhibit A, Pricing Page**.
- 2.9.9 An itemized invoice form for all equipment and services shall be emailed to DOC.Payables@doc.mo.gov or mailed to:

Accounts Payable/P&P
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

- 2.9.10 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 the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order to Department staff to access invoices and invoice history.

2.10 Payment Requirements for Prevailing Wage Work:

- 2.10.1 **Before final payment can be made on all prevailing wage work (new equipment/system installation), the contractor and all subcontractors must file an Affidavit of Compliance form (PW-4) with the Department. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the Department must verify that the correct wages were paid. No payment can be legally made by the Department to the contractor until the affidavit is filed in proper form and order with the Department (Section 290.290 and 290.325, RSMo).**

- a. **Affidavit of Compliance must be mailed to:**

Attn: Diana Fredrick, CPPB
Contract Y15708399
Missouri Department of Corrections
Fiscal Management Unit/Purchasing Section
PO Box 236
Jefferson City, MO 65102

- 2.10.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.10.3 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final inspection, operational testing, and acceptance of the item(s)/service(s).
- 2.10.4 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

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

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 Contractual Requirements:

- 3.1.1 Contract - 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 response (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.
- a. 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.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB) or the Notice of Award. 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 two (2) 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.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the Department may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 **Contract Price** - The price shall be as indicated on **Exhibit A, 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.
- 3.1.5 **Catalog/Price List Percentage Markup** - The percentage markup quoted on **Exhibit A, Pricing Page** shall remain firm for the duration of the original contract period and each renewal period; however, the base product prices shall be allowed to change as the current published pricing in the contractor's catalog/price list changes.
- a. The contractor's catalog/price list shall not change with a frequency greater than every six (6) months.
 - b. In the event more than one (1) price is listed in the catalog/price list for the same product, then the quoted markup shall be applied to the lowest listed price.
 - c. The contractor must pass along any manufacturer's specials or quantity discounts that would result in a price lower than the current marked up selling price.
 - d. The contractor's current product catalog/price list used in determining the product price shall be the contractor's published catalog/price list offered to the public. The contractor shall not create nor publish a separate catalog/price list specifically for the Department unless it results in lower costs to the Department.
- 3.1.6 **Contract Audits** - The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed to in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the Department.
- 3.1.7 **Termination** - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.8 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.1.9 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its

employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

3.1.10 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department 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 Department 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. 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.

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

- a. 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 Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution (CRCs & CSCs) must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall 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 annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.

- d. 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.
- e. 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.
- f. 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.
 - 1) 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.
 - a. 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.
 - b. 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.
- g. 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.
- h. 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.

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

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

- 3.1.13 **Coordination** - The contractor shall fully coordinate all contract activities with those activities of P&P. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to P&P or the Purchasing Section throughout the effective period of the contract.
- 3.1.14 **Minimum Orders** - There shall be no minimum order dollar amount for any order placed with the contractor by the P&P.
- 3.1.15 **Substitution of Products** - The contractor shall not substitute any item that has been purchased by the P&P from the contractor without prior written approval of the Department.
- 3.1.16 **Replacement of Defective/Damaged Product** - The contractor shall be responsible for replacing any item purchased that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items for replacement.
- 3.1.17 **Delivery Performance** - The contractor and/or the contractor's subcontractor(s) shall deliver products/services in accordance with the contracted delivery times stated herein to the P&P upon receipt of an authorized purchase order or P-card transaction notice. Delivery of products shall include unloading shipments at the Department's dock or other designated unloading site as requested by the P&P. All orders for products must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders for products/services received on the last day of the contract must be shipped/provided at the contract price. All deliveries/services must be coordinated with the P&P.
- 3.1.18 **Property of State** - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- 3.1.19 **Confidentiality:**
 - a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
 - b. 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.
- 3.1.20 **Contractor Equipment Use** - Title to any equipment required by the contract shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 3.1.21 **Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements** - The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 22, dated March 10, 2015, for the applicable county. The prevailing wage rates incorporated as a part of this document by the

referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.

- a. The contractor shall forfeit to the Department \$10 0.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- b. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- c. The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the Department a penalty of \$2,500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- d. A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the notices listed below: If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
 - 1) The notice of registration for employer withholding issued to the contractor by the Director of Revenue;
 - 2) Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and
 - 3) The notice of registration for unemployment insurance issued to the contractor by the Division of Employment Security.

3.1.22 Hazard Communication Safety Data Sheets and Labeling Requirements- The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the Department must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 The bidder should include the original bid, completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid.
- a. Bids must be signed and returned with all necessary attachments to the Purchasing Section by the bid date and time as stated on the first page of this IFB. Specifically, any form containing a signature line such as page 1 of the original IFB and any amendments thereafter, **Exhibit A, Pricing Page**, etc., shall be manually signed and returned as part of the bid.
 - b. **Recycled Products** - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.2 **Wage Order:** The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for the applicable counties the bidder is submitting a bid for.
- 4.1.3 **Open Records** – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is awarded. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
 - b. Additionally, after a contract is executed, the contract(s) is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php>.
- 4.1.4 **Compliance with Terms and Conditions** – 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 a bidder's bid non-responsive and remove it from consideration for award.
- ##### **4.2 Evaluation and Award Process:**
- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator shall use objective analysis in conducting a comparative assessment of the bid(s). The contract(s) shall be awarded to the lowest and best bid(s).
- 4.2.2 **Grouped Items** – Line items 001-044 are grouped into five (5) groups and one award shall be made for all line items within a group.
- ##### **4.3 Evaluation of Cost:**
- 4.3.1 **Pricing** - The bidder must submit a firm fixed hourly rate for repair services and for prevailing wage installation services for each line item (county) in a group.

- a. The bidder may submit a one-time per call trip charge for each location in the group, if applicable.
 - 1) For all locations in the group, the trip charge must be listed as a single firm fixed price.
 - 2) If the trip charge is left blank, a trip charge cannot be charged for any location within the group.
- b. If the bidder charges an upfront estimation fee for providing repair services on equipment, the bidder must submit it as a firm fixed price.
- c. The bidder shall submit a firm fixed percentage mark-up for its catalog/price list (zero percentage will be acceptable) for all other items available and within the scope of work of this IFB, but not listed on **Exhibit A, Pricing Page**.

4.3.2 With the exception of trip charges and estimation fees, if the bidder is not able to supply or bid on one or more items in a group, the entire group will not be considered for award to that bidder.

4.3.3 Cost Evaluation - The objective evaluation of cost shall be based on the firm fixed pricing for each line item and the percent mark-up over catalog/price list stated on **Exhibit A, Pricing Page**. The evaluation shall include the original contract period plus the renewal periods.

- a. For groups one through five and for evaluation purposes only, a quantity of one (1) trip charge, one (1) estimation fee, and eight (8) man hours of labor for repair services and for installation services for each county shall be utilized. The total cost for each line item in the group will be calculated by multiplying the firm fixed price for that line item stated on **Exhibit A, Pricing Page** by the quantity for that line item to arrive at the total item cost.
- b. For evaluation purposes only, the percent mark-up over catalog/list price cost shall be applied to an arbitrary purchase of \$5,000.00 for all other items available and within the scope of work of this IFB. The total cost for the line item will be calculated by multiplying the firm fixed price for the line item stated on **Exhibit A, Pricing Page** by \$5,000.00 to arrive at the total item cost.
- c. The total evaluated cost of all line items shall be added together to arrive at the initial contract period cost for the group.
- d. The cost for renewal periods will be calculated in the same manner as indicated in 4.3.3a. through 4.3.3c.
- e. The bidder shall agree and understand that the multipliers and arbitrary purchase amount used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities or purchase amount stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.
- f. Cost evaluation points shall be determined from the result of the calculations stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \text{Maximum Cost Evaluation Points (100)} = \text{Assigned Cost Points}$$

NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

4.4 Determination for Award:

- 4.4.1 The Department reserves the right to award to the bidder(s) whose bid complies with all mandatory specifications and requirements, and is the lowest and best bid(s) for the items.
- 4.4.2 Award for each group shall be made to the bidder(s) who has the lowest responsive bid. Other factors that affect the determination of the lowest price responsive bid(s) include consideration of the Missouri Service-Disabled Veteran Business Preference explained in Section 4.7.
- 4.4.3 Determination of Lowest Priced Bid Including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the lowest bid. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Assigned Cost Points} + \text{earned preference points} = \text{Total Points}$$

- 4.4.4 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or; 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offer.

4.5 Responsible and Reliability Determination:

- 4.5.1 The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.
- a. The bidder should complete **EXHIBIT E, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.
- b. If references for current and/or previous contracts are not identified on **EXHIBIT E**, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.6 Debarment Certification:

- 4.6.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation, under federal assistance programs.

4.7 Missouri Service-Disabled Veteran Business Preference:

- 4.7.1 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 B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **Exhibit B** and the documentation specified on **Exhibit B** in accordance with the instructions provided therein, no preference points will be applied.
- 4.7.2 If the lowest priced bid qualifies for the preference, or in the event none of the bids qualify for the preference, no further calculation is necessary.

4.8 Other Bid Submission Requirements:

- 4.8.1 Authorization of Work Organization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **Exhibit D** must be submitted prior to an award of a contract.
- 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 in **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program; **AND**
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - 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.
- 4.8.2 Business Compliance - 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) 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:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 4.8.3 Miscellaneous Information - The bidder should complete and submit **Exhibit C, Miscellaneous Information**.

END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

Exhibit A, Pricing Page

For each group bidding, the bidder must submit a firm fixed hourly rate price per man hour for repairs, a firm fixed hourly rate price per man hour for installation that is in accordance with Prevailing Wage requirements stated herein and a firm fixed percent markup for its catalog/list price for all other items available and within the scope of work of this IFB. The bidder may also submit a one-time firm fixed trip charge for each location listed and a firm fixed job estimation fee for all locations.

GROUP #1 - NORTH CENTRAL REGION

Line Item	County	Firm Fixed Price Per Man Hour for Repairs	1 st Renewal Firm Fixed Price Per Man Hour for Repairs	2 nd Renewal Firm Fixed Price Per Man Hour for Repairs	Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	1 st Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	2 nd Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	Firm Fixed Trip Charge	1 st Renewal Firm Fixed Trip Charge	2 nd Renewal Firm Fixed Trip Charge
001	Adair	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$275	\$283.25	\$291.75
002	Boone	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$195	\$200.85	\$206.88
003	Callaway	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$195	\$200.85	\$206.88
004	Camden	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$275	\$283.25	\$291.75
005	Cole	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$195	\$200.85	\$206.88
006	Crawford	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$525	\$540.75	\$556.97
007	Lincoln	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$425	\$437.75	\$450.88
008	Macon	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$195	\$200.85	\$206.88
009	Marion	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$305	\$314.15	\$323.57
010	Miller	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$295	\$303.85	\$312.97
011	Warren	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$345	\$355.35	\$366.01

Line Item	Description	Firm Fixed Price
012	Job Estimation Fee	\$ Free

Line Item	Description	Firm Fixed Percent Markup
013	Catalog/List Price	10 %

Exhibit A, Pricing Page continued on next page

Exhibit A, Pricing Page (Continued)

For each group bidding, the bidder must submit a firm fixed hourly rate price per man hour for repairs, a firm fixed hourly rate price per man hour for installation that is in accordance with Prevailing Wage requirements stated herein and a firm fixed percent markup for its catalog/list price for all other items available and within the scope of work of this IFB. The bidder may also submit a one-time firm fixed trip charge for each location listed and a firm fixed job estimation fee for all locations.

GROUP #2 - WESTERN REGION

Line Item	County	Firm Fixed Price Per Man Hour for Repairs	1 st Renewal Firm Fixed Price Per Man Hour for Repairs	2 nd Renewal Firm Fixed Price Per Man Hour for Repairs	Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	1 st Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	2 nd Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	Firm Fixed Trip Charge	1 st Renewal Firm Fixed Trip Charge	2 nd Renewal Firm Fixed Trip Charge
014	Buchanan	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$45	\$45	\$45
015	Jackson	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$45	\$45	\$45
016	Lafayette	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$45	\$45	\$45
017	Linn	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$145	\$145	\$145
018	Saline	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$45	\$45	\$45

Line Item	Description	Firm Fixed Price
019	Job Estimation Fee	\$ Free

Line Item	Description	Firm Fixed Percent Markup
020	Catalog/List Price	10 %

Exhibit A, Pricing Page continued on next page

Exhibit A, Pricing Page (Continued)

For each group bidding, the bidder must submit a firm fixed hourly rate price per man hour for repairs, a firm fixed hourly rate price per man hour for installation that is in accordance with Prevailing Wage requirements stated herein and a firm fixed percent markup for its catalog/list price for all other items available and within the scope of work of this IFB. The bidder may also submit a one-time firm fixed trip charge for each location listed and a firm fixed job estimation fee for all locations.

GROUP #3- EASTERN REGION

Line Item	County	Firm Fixed Price Per Man Hour for Repairs	1 st Renewal Firm Fixed Price Per Man Hour for Repairs	2 nd Renewal Firm Fixed Price Per Man Hour for Repairs	Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	1 st Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	2 nd Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	Firm Fixed Trip Charge	1 st Renewal Firm Fixed Trip Charge	2 nd Renewal Firm Fixed Trip Charge
021	St. Charles	\$ 68.50	\$ 70.56	\$ 72.67	\$ 68.50	\$ 70.56	\$ 72.67	\$ 425	\$ 437.75	\$ 450.88
022	St. Louis City	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$ 72.67	\$ 495	\$ 509.85	\$525.15
023	St. Louis County	\$ 68.50	\$ 70.56	\$ 72.67	\$ 68.50	\$ 70.56	\$ 72.67	\$ 495	\$ 509.85	\$ 525.15

Line Item	Description	Firm Fixed Price
024	Job Estimation Fee	\$ Free

Line Item	Description	Firm Fixed Percent Markup
025	Catalog/List Price	10 %

Exhibit A, Pricing Page continued on next page

Exhibit A, Pricing Page (continued)

For each group bidding, the bidder must submit a firm fixed hourly rate price per man hour for repairs, a firm fixed hourly rate price per man hour for installation that is in accordance with Prevailing Wage requirements stated herein and a firm fixed percent markup for its catalog/list price for all other items available and within the scope of work of this IFB. The bidder may also submit a one-time firm fixed trip charge for each location listed and a firm fixed job estimation fee for all locations.

GROUP #4 - SOUTHEAST REGION

Line Item	County	Firm Fixed Price Per Man Hour for Repairs	1 st Renewal Firm Fixed Price Per Man Hour for Repairs	2 nd Renewal Firm Fixed Price Per Man Hour for Repairs	Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	1 st Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	2 nd Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	Firm Fixed Trip Charge	1 st Renewal Firm Fixed Trip Charge	2 nd Renewal Firm Fixed Trip Charge
026	Butler	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$795	\$818.85	\$843.42
027	Dunklin	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$950	\$978.50	\$1007.86
028	Franklin	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$495	\$509.85	\$525.15
029	Mississippi	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$795	\$818.85	\$843.42
030	New Madrid	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$795	\$818.85	\$843.42
031	St. Francis	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$725	\$746.75	\$769.15
032	Stoddard	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$795	\$818.85	\$843.42
033	Washington	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$725	\$746.75	\$769.15

Line Item	Description	Firm Fixed Price
034	Job Estimation Fee	\$ Free

Line Item	Description	Firm Fixed Percent Markup
035	Catalog/List Price	10 %

Exhibit A, Pricing Page continued on next page

Exhibit A, Pricing Page (continued)

For each group bidding, the bidder must submit a firm fixed hourly rate price per man hour for repairs, a firm fixed hourly rate price per man hour for installation that is in accordance with Prevailing Wage requirements stated herein and a firm fixed percent markup for its catalog/list price for all other items available and within the scope of work of this IFB. The bidder may also submit a one-time firm fixed trip charge for each location listed and a firm fixed job estimation fee for all locations.

GROUP #5 - SOUTHWEST REGION

Line Item	County	Firm Fixed Price Per Man Hour for Repairs	1 st Renewal Firm Fixed Price Per Man Hour for Repairs	2 nd Renewal Firm Fixed Price Per Man Hour for Repairs	Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	1 st Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	2 nd Renewal Firm Fixed Price Per Man Hour for Installation (Prevailing Wage Applies)	Firm Fixed Trip Charge	1 st Renewal Firm Fixed Trip Charge	2 nd Renewal Firm Fixed Trip Charge
036	Barry	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$295	\$303.85	\$312.97
037	Christian	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$295	\$303.85	\$312.97
038	Greene	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$245	\$252.35	\$259.92
039	Howell	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$595	\$612.85	\$631.24
040	Laclede	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$345	\$355.35	\$366.01
041	Lawrence	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$355	\$365.65	\$376.62
042	Taney	\$68.50	\$70.56	\$72.67	\$68.50	\$70.56	\$72.67	\$325	\$334.75	\$344.79

Line Item	Description	Firm Fixed Price
043	Job Estimation Fee	\$ Free

Line Item	Description	Firm Fixed Percent Markup
044	Catalog/List Price	10 %

Repair Services & Testing:

Repair services and acceptance testing must occur no later than ten (10) business days after receipt of a properly executed order. If bidder's delivery is sooner, the bidder should state the delivery in days after receipt of order: _____ business days ARO.

Exhibit A, Pricing Page continued on next page

Exhibit A, Pricing Page (continued)

Warranty: The bidder shall state the warranty period which shall cover new CCTV wiring, parts, accessories and equipment and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies and services by the Department.

Warranty on new CCTV wiring, parts, accessories and equipment: 1 Year

Warranty on Labor: 1 Year
(Minimum of 90 Days)

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

1.5 % if paid within 10 days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: _____

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with 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: Lan-Tel Communications Services, Inc.

Printed Name: Scott Niemeyer Email: sniemeyer@lanelkc.com

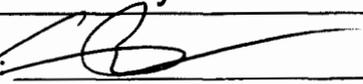
Authorized Signature:  Date: 12/2/2015

EXHIBIT B**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 C

Miscellaneous Information

Missouri Secretary of State/Authorization to Transact Business

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html)</p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>Lan-Tel Communications Services, Inc.</u> Missouri State Charter # <u>00474702</u></p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number) Stated in section 351.572.1 RSMo, _____ (State Legal Business Name)</p>

Employee Bidding/Conflict of Interest

<p>Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

Exhibit D
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A - CURRENTLY NOT A BUSINESS ENTITY

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

- I am a self-employed individual with no employees; **OR**

- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under **IFB 15708399** and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Corrections with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print) Authorized Representative's Signature

Company Name (if applicable) Date

Exhibit D continued on next page

Exhibit D (continued)

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

BOX B - CURRENT BUSINESS ENTITY STATUS	
I certify that <u>Lan-Tel</u> (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.	
<u>Scott Niemeyer</u> Authorized Business Entity Representative's Name (Please Print)	 <i>Authorized Business Entity Representative's Signature</i>
<u>Lan-Tel Communications Services, Inc</u> Business Entity Name	<u>12/2/2015</u> Date
<u>sniemeyer@lanelkc.com</u> 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:	
<input checked="" type="checkbox"/> 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	
<input checked="" type="checkbox"/> Provide documentation affirming said company or individual 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	
<input checked="" type="checkbox"/> Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this exhibit.	

Exhibit D continued on next page

Exhibit D (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now Scott Niemeyer (Name of Business Entity Authorized Representative) as Vice-President (Position/Title) first being duly sworn on my oath, affirm Law-Tel Communications (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 Law-Tel Communications (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.)



Scott Niemeyer

Authorized Representative's Signature

Printed Name

Vice President

12/2/2015

Title

Date

sniemeyer@lantelkc.com

189935

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 2nd of December 2015 I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)

Missouri and my commission expires on December 18, 2017
(NAME OF STATE) (DATE)

Hope Radley
Signature of Notary

12-2-15
Date

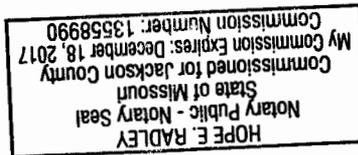


Exhibit D continued on next page

Exhibit D (continued)

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

BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

Exhibit E
CURRENT/PRIOR EXPERIENCE

The bidder should complete the table below for references being submitted as demonstration of the bidder and subcontractor's current and previous experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER: Lan-Tel Communications Services, Inc.

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed
AT&T	10636 Lackman	Joseph Horvat (913)-620-2362 jh1943@att.com	Since 2008	\$100,00 0+	Residential drops Cabling to Businesses
Springhill School District	16740 W 175th Street Olathe, KS 66062	Phil Elliott (913)-638-9878 elliott@usd230.org	Since 2011	\$100,00 0+	Fiber Between Schools and multiple cable drops within the schools.
Belton School District	110 W Walnut St. Belton, MO 64012	Troy Shaw (816)-686-6480 tshaw@bsd124.org	Since 2011	\$100,00 0+	Fiber Connectivity between and within the schools.

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor

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. Unless otherwise specifically stated in the IFB, 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.

GROUP #1					
COUNTY	ADDRESS	CITY	ZIP	PHONE	DISTRICT #
Adair	516 S. Main	Kirksville	63501	660.785.2430	18S
Boone	1500 Vandiver Dr., Ste. 110	Columbia	65202	573.884.7016	6
Callaway	1397 State Road O	Fulton	65251	573.592.4061	26/CSC
Camden	101 Crossings West, Ste. 103	Lake Ozark	65049	573.964.6748	34
Cole	3400 Knipp Drive	Jefferson City	65109	573.751.8488	Central Office
Crawford	101 S. First St.	Steelville	65565	573.775.3311	11S
Lincoln	311 Travis Blvd.	Troy	63379	636.528.5821	38
Macon	1716 Prospect Dr., Ste. A	Macon	63552	660.385.5731	18S
Marion	2002 Warren Barret Dr.	Hannibal	63401	573.248.2450	3/CSC
Miller	672 Industrial Dr.	Eldon	65026	573.392.6920	34S
Warren	3409 North Highway 47	Warrenton	63383	636.456.5299	38S
GROUP #2					
Buchanan	3305 Faraon St.	St. Joseph	64501	816.271.3131	1/CSC
Jackson	8800 Blueridge Blvd., Ste. 300A	Kansas City	64138	816.889.3322	4C
Lafayette	1102 Main St.	Lexington	64067	660.259.3465	32
Linn	301 Burnham	Brookfield	64628	660.258.7916	39S
Saline	1239 Santa Fe Trail, Ste. 300	Marshall	65340	660.831.5238	32S
GROUP #3					
St. Charles	211 Compass Point Drive	St. Charles	63301	636.940.3333	17
St. Louis City	3101 Chouteau	St. Louis	63103	314.301.4999	7S
St. Louis City	1521 N. First	St. Louis	63102	314.877.0300	SLCRC
St. Louis County	9441 Dielman Rock Island Ind. Dr.	St. Louis	63132	314.340.3801	8C
St. Louis County	8501 Lucas & Hunt Blvd.	Jennings	63136	314.877.2602	8N
St. Louis County	7545 S. Lindbergh, Ste. 120	St. Louis	63125	314.416.2884	8S
GROUP #4					
Butler	1441 Black River Industrial Park Dr.	Poplar Bluff	63901	573.840.9555	25/CSC
Dunklin	1401 Laura Dr.	Kennett	63857	573.888.4900	23/CSC
Franklin	#3 Truman Court	Union	63084	636.583.8933	16
Mississippi	305 South Cooper	Charleston	63834	573.683.3673	41
New Madrid	350-C U.S. Highway 61	New Madrid	63869	573.748.2464	14S
St. Francois	1430 Doubet Rd.	Farmington	63640	573.218.5006	12/CSC
Stoddard	1003 Wildwood, Ste. A	Dexter	63841	573.624.9434	37
Washington	23 Southtowne Dr.	Potosi	63664	573.438.3448	36
GROUP #5					
Barry	3200 County Farm Road	Cassville	65625	417.847.0015	44
Christian	301 E. Highway CC, Ste. 4	Nixa	65714	417.724.1344	42
Greene	2530 S. Campbell, Ste. H	Springfield	65807	417.888.4203	10
Greene	1735 W. Catalpa, Ste. A	Springfield	65807	417.895.5700	10R
Howell	1580 Imperial Center	West Plains	65775	417.256.6178	13
Laclede	300 South Jackson	Lebanon	65536	417.532.6224	35
Lawrence	27 West Locust	Aurora	65605	417.678.0832	43
Taney	2720 Shephard of the Hills Exp., Ste. A	Branson	65616	417.334.5613	21

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Greene	1735 W. Catalpa, Ste. A	Springfield	65807	417.895.5700	10R
Howell	1580 Imperial Center	West Plains	65775	417.256.6178	13
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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and LanTel Communication Services, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **LanTel Communication Services, Inc.**

Kristi L McBee

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/12/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/12/2009

Date

Company ID Number: 189935

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: LanTel Communication Services, Inc.

Company Facility Address: 520 N 7 Highway

Independence, MO 64056

Company Alternate
Address:

County or Parish: JACKSON

Employer Identification

Number: 431865060

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kristi L McBee	Fax Number:	(816) 650 - 5862
Telephone Number:	(816) 650 - 5038 ext. 210		
E-mail Address:	kmcbee@lantelkc.com		

LAM-TEL 0.7 LBS LTR 1 C
(913) 556-5936 THE UPS STORE #2836
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2729 PLAZA DR

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JEFFERSON CITY MO 65109-1146
MO 651 0-01

Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

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2729 PLAZA DR
JEFFERSON CITY MO 65109-4408
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