



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

AMENDMENT NO.: 005  
 RFP NO.: B2Z10040  
 TITLE: INTERACTIVE VOICE RESPONSE SYSTEM  
 ISSUE DATE: 4/13/10

REQ NO.: NR 931 YYY97080170  
 BUYER: EARL PETTIT  
 PHONE NO.: (573) 751-5430  
 E-MAIL: [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 04/19/10 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

<p>(U.S. Mail)          DPMM          PO BOX 809          JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service)          DPMM          301 WEST HIGH STREET, ROOM 630          JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

DEPARTMENT OF CORRECTIONS  
 BOARD OF PROBATION AND PAROLE  
 3400 Knipp Dr.  
 JEFFERSON CITY, MO 65109

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

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <span style="float: right;">(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</span> ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #005 TO RFP B2Z10040**

**TITLE: INTERACTIVE VOICE RESPONSE SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **REVISED**:

2.3.15c

4.3.1a

4.3.2 (some text deleted)

2. The following Exhibit has been **REVISED**:

Exhibit A – Pricing Page



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

AMENDMENT NO.: 004  
 RFP NO.: B2Z10040  
 TITLE: INTERACTIVE VOICE RESPONSE SYSTEM  
 ISSUE DATE: 4/12/10

REQ NO.: NR 931 YYY97080170  
 BUYER: EARL PETTIT  
 PHONE NO.: (573) 751-5430  
 E-MAIL: [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)

REVISED BY AMENDMENT # 004

**RETURN PROPOSAL NO LATER THAN: 04/19/10 AT 2:00 PM CENTRAL TIME**

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

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<p>(U.S. Mail)          DPMM          PO BOX 809          JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service)          DPMM          301 WEST HIGH STREET, ROOM 630          JEFFERSON CITY MO 65101-1517</p>
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**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

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

**DEPARTMENT OF CORRECTIONS  
 BOARD OF PROBATION AND PAROLE  
 3400 Knipp Dr.  
 JEFFERSON CITY, MO 65109**

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**SIGNATURE REQUIRED**

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PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <span style="float: right;">(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</span> ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #004 TO RFP B2Z10040**

**TITLE: INTERACTIVE VOICE RESPONSE SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:

As Stated: Return proposal no later than: 04/14/10 at 2:00 p.m.

Change To: Return proposal no later than: **04/19/10 at 2:00 p.m.**

NOTE: Offerors should anticipate amendment #005 to be issued soon to include revisions and/or additions to the RFP requirements.



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

AMENDMENT NO.: 003  
 RFP NO.: B2Z10040  
 TITLE: INTERACTIVE VOICE RESPONSE SYSTEM  
 ISSUE DATE: 3/31/10

REQ NO.: NR 931 YYY97080170  
 BUYER: EARL PETTIT  
 PHONE NO.: (573) 751-5430  
 E-MAIL: [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 04/14/10 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

<p>(U.S. Mail)          DPMM          PO BOX 809          JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service)          DPMM          301 WEST HIGH STREET, ROOM 630          JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

DEPARTMENT OF CORRECTIONS  
 BOARD OF PROBATION AND PAROLE  
 3400 Knipp Dr.  
 JEFFERSON CITY, MO 65109

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

**SIGNATURE REQUIRED**

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CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <span style="float: right;">(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</span> ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #003 TO RFP B2Z10040**

**TITLE: INTERACTIVE VOICE RESPONSE SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:

As Stated: Return proposal no later than: 03/31/10 at 2:00 p.m.

Change To: Return proposal no later than: 04/14/10 at 2:00 p.m.

2. The following paragraphs have been REVISED:

2.1.2	2.2.4	2.3.1a1)	2.3.4
2.3.5	2.3.9	2.3.10	2.3.12a
2.3.12d	2.3.14	2.3.15	2.3.17
2.3.19	2.4.1	2.4.1c	2.4.3g
2.4.5	2.4.8g	2.4.8h	2.4.8i
2.5.1	2.5.4	2.7.2	2.8.2
2.9.2	2.10.2a2)	3.3	3.20
3.20.1	3.21	3.21.1	4.2.1
4.3.1	4.3.1a	4.3.3	2.2.8

3. The following sections / paragraphs have been ADDED:

1.8.6	1.9.3a	1.9.4	1.9.4a
1.9.4b	1.9.4c	1.9.5	1.9.5a
1.9.5b	1.9.5c	1.9.6	2.1.2a
2.2.1a	2.2.2a	2.2.9a	2.3.15a
2.3.15a1)	2.3.15a2)	2.3.15a3)	2.3.15a4)
2.3.15a5)	2.3.15a6)	2.3.15a7)	2.3.15b
2.3.15c	2.3.15 note	2.3.21	2.3.21a
2.3.22	2.3.23	2.3.23a	2.3.23a1)
2.3.23a2)	2.3.23a3)	2.3.23a4)	2.4.11
2.4.12	2.5.3a	2.14	2.14.1
2.14.1a	2.14.1b	4.3.1a	4.3.3a
4.4.3b	4.4.1a		

4. The following sections / paragraphs have been DELETED:

2.1.12	2.3.20	2.4.1b	
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5. The following EXHIBITS have been REVISED:

Exhibit A – Pricing Pages

Exhibit C – Proposed Method of Performance and Solution Functionality



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

AMENDMENT NO.: 002  
RFP NO.: B2Z10040  
TITLE: INTERACTIVE VOICE RESPONSE SYSTEM  
ISSUE DATE: 3/26/10

REQ NO.: NR 931 YYY97080170  
BUYER: EARL PETTIT  
PHONE NO.: (573) 751-5430  
E-MAIL: [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 4/14/10 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

<p>(U.S. Mail)  DPMM  PO BOX 809  JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service)  DPMM  301 WEST HIGH STREET, ROOM 630  JEFFERSON CITY MO 65101-1517</p>
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REVISED BY AMENDMENT # 003

CONTRACT PERIOD: DATE OF AWARD THROUGH *ONE YEAR*

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

DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE  
3400 Knipp Dr.  
JEFFERSON CITY, MO 65109

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**SIGNATURE REQUIRED**

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CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <span style="float: right;">(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</span> ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #002 TO RFP B2Z10040**

**TITLE: INTERACTIVE VOICE RESPONSE SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:

As Stated: Return proposal no later than: 03/31/10 at 2:00 p.m.

Change To: Return proposal no later than: 04/14/10 at 2:00 p.m.

NOTE: Offerors should anticipate amendment #003 to be issued soon to include revisions and/or additions to the RFP requirements.



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

**AMENDMENT NO.: 001  
RFP NO.: B2Z10040  
TITLE: INTERACTIVE VOICE RESPONSE SYSTEM  
ISSUE DATE: 3/05/10**

**REQ NO.: NR 931 YYY97080170  
BUYER: EARL PETTIT  
PHONE NO.: (573) 751-5430  
E-MAIL: [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 3/31/10 AT 2:00 PM CENTRAL TIME**

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**RETURN PROPOSAL AND AMENDMENT(S) TO:**

<p><b>(U.S. Mail)</b> DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p><b>(Courier Service)</b> DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517</p>
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REVISED BY AMENDMENT # 003

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

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

**DEPARTMENT OF CORRECTIONS  
BOARD OF PROBATION AND PAROLE  
3400 Knipp Dr.  
JEFFERSON CITY, MO 65109**

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**SIGNATURE REQUIRED**

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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #001 TO RFP B2Z10040**

**TITLE: INTERACTIVE VOICE RESPONSE SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:

As Stated: Return proposal no later than: 03/17/10 at 2:00 p.m.

Change To: Return proposal no later than: 03/31/10 at 2:00 p.m.

NOTE: Offerors should anticipate amendment #002 to be issued soon to include revisions and/or additions to the RFP requirements.



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

**RFP NO.:** B2Z10040  
**TITLE:** Interactive Voice Response System  
**ISSUE DATE:** 2/17/10

**REQ NO.:** NR 931 YYY97080170  
**BUYER:** EARL PETTIT  
**PHONE NO.:** 573-751-5430  
**E-MAIL:** [earl.pettit@oa.mo.gov](mailto:earl.pettit@oa.mo.gov)

**RETURN PROPOSAL NO LATER THAN: 3/17/10 AT 2:00 PM CENTRAL TIME**

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BOARD OF PROBATION AND PAROLE  
3400 Knipp Dr.  
JEFFERSON CITY, MO 65109**

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION AND GENERAL INFORMATION:**

This section of the Request for Proposal (RFP) includes a brief introduction, general information, and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response from the offeror.

### **1.1 Purpose:**

1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for a telephone monitoring service that offers a primary Interactive Voice Response (IVR) solution that is fully integrated with a case management software system for the Department of Corrections in accordance with the provisions and requirements herein.

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

- Part 1: Introduction and General Information
- Part 2: Performance Requirements
- Part 3: General Contract Provisions
- Part 4: Proposal Submission Information and Requirements
- Exhibit A: Cost Proposal
- Exhibit B: Experience / Reliability of Organization and Expertise of Personnel
- Exhibit C: Proposed Method of Performance and Solution Functionality
- Exhibit D: Participation Commitment
- Exhibit E: Missouri Service-Disabled Veteran Business Preference
- Exhibit F: Other Requested Information
- Exhibit G: Affidavit of Work Authorization
- RFP Terms and Conditions
- Attachments 1-8

### **1.2 Pre-Proposal Conference:**

1.2.1 A preproposal conference regarding this Request for Proposal will be held on Friday, March 5, 2010, beginning at 9:30 a.m. Central Time in Room # 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.2 The RFP will be used as the agenda for the pre-proposal conference.

### **1.3 RFP Questions**

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

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

1.3.3 During the Pre-Proposal Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the offeror to orally address any issues previously presented to the buyer by the offeror that the buyer of record may have failed to address.

- 1.3.4 Questions and issues relating to the RFP must be directed to the buyer, Earl Pettit. It is preferred that questions be e-mailed.
- 1.3.5 Questions and issues necessitating requirement changes or clarifications may result in an amendment to the RFP. As a result, questions and issues may not result in a direct response to the inquiring vendor.
- 1.3.6 All questions and issues should be submitted prior to ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

#### **1.4 Offeror's Contacts:**

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

#### **1.5 Contract Document Search and Retrieval System:**

- 1.5.1 Both the current contract (C206016001) and the previous procurement documentation (B2Z06016) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

#### **1.6 Estimated Quantities:**

- 1.6.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

#### **1.7 Background:**

- 1.7.1 The Division of Probation & Parole is divided statewide into 6 regions. Each region is made up of a network of local district offices, and in some instances, supported by satellite and sub-offices.
- 1.7.2 The Missouri Department of Corrections, Board of Probation and Parole supervises approximately 73,000 offenders. Of this number, approximately 50,000 offenders are currently eligible for contracted monitoring based on the agency's Field Risk Reduction Instrument (Attachment #2).
- 1.7.3 At this time, there are approximately 40,000 offenders who report via the contracted monitoring service each month. The average length of calls is five (5) to six (6) minutes per call. The offenders assigned to the monitoring service are supervised out of fifty-six (56) district offices and nine (9) satellite offices located throughout the state. The Department of Corrections has maintained a telephone monitoring service for the last seven years.

## 1.8 Technical Environment

- 1.8.1 All Probation and Parole staff at the local district offices and satellite offices have access to the Internet, Microsoft Word, Excel 2003 and PowerPoint Viewer. Windows XP Professional is the current operating system. Microsoft Outlook is presently supporting the department e-mail capabilities.
- 1.8.2 Most Probation & Parole staff use one of the following types of personal desktop computers. The primary type is a Celeron 2.0 Ghz, 256 MB RAM, no floppy disc drive, no CD-ROM, 40 GB, 7200RPM hard drive. The second type of PC is a Pentium IV 2.8 Ghz, 512 MB RAM, 1.44 inch floppy drive, 52 x CD-ROM and 40 GB, 7200RPM hard drive.
- 1.8.3 Approximately 1,267 officers and unit supervisors have tablet personal computers with the following specifications:
- **PC Type:** Tablet PC (ex. Dell Latitude XT)
  - **Processor:** Intel, Core2 Duo U7700 1.33GHz or equivalent
  - **Memory:** 2GB DDR2-667, SDRAM (58 tablets have 1GB DDR2-667, SDRAM)
  - **Hard Drive:** 80GB
  - **Optical Drive:** MBase w/8x DVD+/-RW
  - **Peripherals:** Port Replicator MediaBase
  - **Display:** 12.1" WXGA/LCD Multi-touch TouchScreen
- 1.8.4 The Missouri Department of Corrections employs Ethernet connections using TCP/IP and Data Link Switching Routers to communicate with the Department of Corrections' iSeries. The Department of Corrections has its own wide area network (WAN) connecting all institutions and most Probation and Parole sites. Frame relay and point-to-point connections are presently being utilized. For those sites not connected via the WAN, a VPN through a dial-up or broadband (DSL or cable) is utilized.
- 1.8.5 The Missouri Department of Corrections currently utilizes flat files and FTP for nightly data exchanges.

PARAGRAPH ADDED BY AMENDMENT # 003
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- 1.8.6 Field officers and supervisors use computers with internal speakers or a headphone jack that is able to play WAV audio with a standard browser plug-in. However, other system users may not have this equipment or capability.

## 1.9 Existing Missouri Department of Corrections Systems

- 1.9.1 The Department of Corrections offender management system is designed around the 5250 capability of the system in order to also function on the large number of terminal-based workstations in the Department. All computers utilize 5250 emulation when accessing the Department's offender management system. The Department's offender management system captures the offender identification, incarceration, sentence, conviction, assessment and classification information related to offender supervision. Offender records stored in the database support the document and report processing functionality of this system. The database that supports this system is **DB2<sup>(R)</sup> Universal Database<sup>(TM)</sup>** (UDB) for iSeries and the iSeries operating system is currently V5.4. There is information on approximately 516,000 offenders stored in the database; approximately 125,000 are currently active in the system. Each offender record consists of approximately 1,500 data elements. Records are not purged or archived from the system.
- 1.9.2 The Department's offender management system is accessed by over 15,000 users and with the exception of scheduled maintenance and backups, is available 24 hours a day, seven days per week, 365 days per year. All transactions supported are online database updates and are immediately applied. The system has complex access and data security functions designed in it, including authorization based on

the user ID. For those users remotely connecting to the application via VPN, subsequent or concurrent access to the public network is not permitted.

- 1.9.3 The Department is in the process of replacing the current offender management system with a java-based system which may impact data elements involved with the data exchange.

PARAGRAPH ADDED BY AMENDMENT # 003

- a. The Department's java based Offender Management replacement system, as designed now, does not include web services and as currently planned will be a 4-year effort, subject to funding. The Department's current plan does not include web services and the Department does not intend to use web services when or if a Java-based system is placed in service.

PARAGRAPH AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003

- 1.9.4 The following information is related to current system usage:

- a. Approximately 90% of offenders in the program call-in on time each month.
- b. The current contract does not mandate the special conditions feature required by RFP B2Z10040. However, it is anticipated that a majority of offenders will have special conditions that will require some form of activity through the new system.
- c. Form letters utilizing data from the current system are generated at the District Office. The number of letters generated and mailed by DOC staff is unknown.

PARAGRAPH AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003

- 1.9.5 In the most recent month, the average call volume per offender for the month was less than two calls.

- a. The number of callers requiring special assistance is unknown.
- b. The amount of time required for providing special assistance is unknown.
- c. The number of incoming calls placed from rotary phones is unknown.

PARAGRAPH ADDED BY AMENDMENT # 003

- 1.9.6 Approximately 10-20% of offenders have a change in employment or address each month that would need to be addressed as identified in RFP paragraph 2.3.13.

## 2. PERFORMANCE REQUIREMENTS:

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

### 2.1 General Requirements:

2.1.1 The contractor shall provide a telephone monitoring service that offers a primary Interactive Voice Response (IVR) Solution.

PARAGRAPH REVISED AND SUB-PARAGRAPH ADDED BY AMENDMENT # 003
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2.1.2 The contractor shall provide, host, and maintain the IVR reporting system, which shall be fully integrated with the department's existing case management software (also referred to as the Offender Management System), in accordance with specifications presented herein, for the Department of Corrections, referred to hereinafter as the "department." The contractor shall provide all equipment, software, services, support, materials, supplies, etc. necessary to provide the system described herein. The contractor shall be responsible for the effective, efficient and professional functioning of the system on a day-to-day basis, including minimizing downtimes.

a. The contractor's solution shall not include web services as a means of transferring data.

2.1.3 The contractor shall be responsible for any copyrights, patents or licensing as may be required for their system.

2.1.4 The contractor agrees and understands that all services shall be performed to the sole satisfaction of the department as the final judge of the quality of the contractor's performance under the contract.

2.1.5 The IVR reporting system is targeted for the management of low and medium risk offenders. However, the department recognizes that an IVR reporting system can also be used to enhance the management of high-risk offenders and/or other offender populations. Therefore, the contractor must have the capability of allowing for an expansion of the system at the department's request. Should the department elect to expand the IVR reporting system for additional offender populations, a contract amendment shall be processed by the DPMM and the firm, fixed prices stated on the Pricing Page shall remain the same.

2.1.6 The contractor's system and personnel shall not be located on the department's premises.

2.1.7 The contractor agrees and understands that the department shall have the sole responsibility for all referrals to and terminations from the program.

2.1.8 The contractor agrees and understands that an offender shall not be removed from the system without advance permission from the department. Permission to remove an offender from the service shall be included in the automated data transfer process described in RFP Section 2.5.

2.1.9 The contractor shall complete implementation of the system for the following locations within 90 days of receipt of authorization to proceed from the department, starting with Region I (Attachment #1). System implementation shall be completed for each Division of Probation and Parole Region in the order listed in the table below:

a. Region I;

- b. Region II;
- c. Region III;
- d. Region IV;
- e. Region V;
- f. Region VI.

2.1.10 The contractor must provide telephone and computer services without interruption throughout the duration of the contract.

2.1.11 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

PARAGRAPH DELETED BY AMENDMENT # 003

2.1.12 DELETED

2.2 Hosting, Security and Data Privacy Requirements:

2.2.1 The contractor shall provide a turnkey solution that includes hosting of the application in an environment that supports all other requirements.

PARAGRAPH ADDED BY AMENDMENT # 003

- a. The contractor’s solution shall not include web services as a means of transferring data.

2.2.2 The contractor shall host the application in a Tier Three Data Center environment with redundant connectivity and physical and electronic back-up systems.

PARAGRAPH ADDED BY AMENDMENT # 003

- a. For the purposes of this contract, a Tier Three Data Center shall be defined as noted in the following table.

Tier 1	<ul style="list-style-type: none"> <li>1) A single, non-redundant distribution path serving IT equipment.</li> <li>2) Non-redundant capacity components.</li> </ul>
Tier 2	<ul style="list-style-type: none"> <li>1) All Tier 1 requirements.</li> <li>2) Redundant capacity components.</li> </ul>
Tier 3	<ul style="list-style-type: none"> <li>1) All Tier 1 and 2 requirements.</li> <li>2) Multiple independent distribution paths serving IT equipment. Generally, only one distribution path serves equipment at any given time.</li> <li>3) All IT equipment shall be dual-powered and fully compatible within the topology of a site's architecture.</li> </ul>

- 2.2.3 The contractor shall be responsible for ensuring that all systems and applications are compatible with and fully functional with all versions of Microsoft Internet Explorer 6.0 and above, using Secure Socket Layer (SSL) technology.

PARAGRAPH REVISED BY AMENDMENT # 003 – SOME TEXT DELETED

- 2.2.4 The contractor shall provide a system that restricts access to only authorized department staff and that maintains confidentiality by a minimum of 128-bit encryption of any and all information transmitted over the public network (Internet).
- 2.2.5 The state expects the contractor to strive for user access to the system 24 hours per day, 7 days per week. For the system, the contractor must provide a minimum sustained level of availability of 99.5% in any thirty (30) consecutive day periods except for scheduled downtime for maintenance and backups. System Availability shall be calculated by dividing the total number of minutes in 30 consecutive days by the number of minutes the system was available for access by users. For example, assuming no scheduled maintenance or backup downtime, a system availability level of 99.5% means that the user may be out of service no more than 216 minutes or 3.61 hours in any thirty (30) consecutive days.
- 2.2.6 The contractor shall have an emergency operation plan in the event of any catastrophe, natural or man-made.
- 2.2.7 The contractor shall notify the Department designated representative immediately by e-mail or telephone of any system outages. If the contractor receives an out of office response to their e-mail, the contractor shall contact the department by telephone within twenty-four hours of receiving the out of office response. Following any system outage a written report shall be submitted to the department within 24 hours of the initial outage.
- b. The written report shall identify:
- 1) Description of the issue
  - 2) Issue ticket #
  - 3) Time of onset of service interruption
  - 4) Time service was restored
  - 5) How the contractor became aware of the problem
  - 6) Affected systems and users
  - 7) Non-affected systems and users
  - 8) Prevention methods implemented to avoid recurrence
  - 9) Required action by department, if any

PARAGRAPH REVISED BY AMENDMENT # 003

- 2.2.8 The contractor shall ensure that the department maintains ownership of all data stored in the application and that all data is maintained on servers within the continental United States.
- 2.2.9 For security purposes, user sessions must automatically time out after a period of inactivity that complies with the state standard and approved by the Department Director and the department's Information Technology Services Division (ITSD-DOC) designated representative.

PARAGRAPH ADDED BY AMENDMENT # 003

- a. State standard is 30 minutes for automatic user session timeouts. However, the department's current timeout requirement is 15 minutes on devices and 30 minutes on applications. The contractor's system must meet the department's requirements when the requirement is more stringent than the State standard.

### 2.3 IVR System Requirements:

2.3.1 Specific functions that shall be performed by the Contractor's IVR reporting System and the contractor's staff shall include, at a minimum, the following:

- a. Provide an ongoing enrollment process.

PARAGRAPH REVISED BY AMENDMENT # 003

- 1) The contractor shall initially enroll all offenders, identified by the department, who are currently eligible for contracted monitoring. This process shall be accomplished via data transfer from the Department's offender management system to the contractor's system and shall not require outbound calls to offenders.
- 2) The contractor shall provide an interface that imports data from the Department's offender management system for offenders enrolled in the contracted monitoring program. The agency will provide flat files nightly via file transfer protocol (FTP) that will include minimally the information included in Attachments 3, 4, 5 and 6.
- 3) The contractor's solution shall include the ability to allow department staff to enroll offenders via the Internet.

2.3.2 The contractor shall provide a help desk to assist offenders and department staff with questions and problems related to the system.

2.3.3 The contractor shall provide toll free telephone numbers for offenders and staff to use. The contractor shall understand and agree that toll free telephone number accesses shall be granted to department staff and all offenders referred by the department.

- a. The toll free telephone number shall be used by offenders and officers contacting the contractor's help desk when problems arise.
- b. Department staff will use the toll free numbers to review voice files in the following instances:
  - 1) when changes occur in the offenders' employment, residency or phone numbers
  - 2) when changes occur in offenders' emergency contact information
  - 3) when changes occur in the status of the offenders' special conditions
  - 4) when any law enforcement contact noted with an offender
  - 5) when there is any other significant change in the offenders' status noted by department staff
- c. Offenders shall utilize the toll free number to make their monthly report calls to the system.

PARAGRAPH REVISED BY AMENDMENT # 003

2.3.4 The contractor shall provide a service utilizing Dual Tone Multi Frequency (DTMF) with an option to attendant for direct contact with an operator to address situations such as rotary phone calls or offenders requiring special assistance. The option to attendant must be available, at a minimum, Monday through Friday, between the hours of 7:00 a.m. to 7:00 p.m., Central Time. The contractor shall provide the operator.

PARAGRAPH REVISED BY AMENDMENT # 003

2.3.5 The contractor shall provide a service that supports both personal identification number and password security for offenders and officers. The case identifier used to retrieve an offender's file shall be numeric.

- 2.3.6 The contractor's system shall provide a 24 hour a day, 7 days a week, 365 days a year service where offenders call according to a reporting schedule established by the department representative. The contractor shall provide fixed lengths of time for offenders to respond to prompted questions.
- 2.3.7 The contractor's system shall provide a service that allows a department representative to leave a custom or standard voice message for a specific offender or a group of offenders at the district, regional, or state level.
- a. The message shall be retained in the system until the call is completed.
  - b. Messages to an offender may be deleted by the system upon completion of the call.
- 2.3.8 The contractor's system shall provide a service that randomly advises 10% of the offenders to mail in employment verification to their officer when they call in to report.

PARAGRAPH REVISED BY AMENDMENT # 003

- 2.3.9 The contractor's system shall provide a service that requires offenders collecting social security disability to verify income on an annual basis. The contractor's system shall provide notification to the offender when the income verification is due. Offenders shall provide proof of income by mailing information to the district office.

PARAGRAPH REVISED BY AMENDMENT # 003

- 2.3.10 The contractor shall provide a system that allows both officers and offenders to communicate with the contractor via e-mail. The e-mail records must be retained for as long as the case is assigned to the contracted monitoring service.
- 2.3.11 The contractor's system shall provide a service that collects and records the following data when an offender reports to the contracted monitoring service:
- a. Name
  - b. Department of Corrections identification number
  - c. Change of address
  - d. Change in phone number
  - e. Change in employment
  - f. If the offender has had law enforcement contact
  - g. Change in Emergency Contact information
  - h. Status of Special Conditions and Supervision Plans
  - i. Any significant issues that may need to be reported by the offender
  - j. Phone number from where the call originated
- 2.3.12 The contractor's system shall provide a service that communicates the following data when an offender reports to the contracted monitoring service:

SUB-PARAGRAPHS a AND d REVISED BY AMENDMENT # 003

- a. Current Intervention Fee balance. This information shall be included with the files transferred to the contractor each night.
  - b. Next scheduled call.
  - c. Special messages left by the supervising officer for the offender.
  - d. Next report date with their supervising officer (If applicable). This information shall be included with the files transferred to the contractor each night.
- 2.3.13 The contractor shall provide data entry of home, employment and emergency contact updates and changes directly into the Department's Offender Management System program within 72 hours of notification. The contractor shall utilize the State Agency's system to validate addresses with the U.S.

Postal Office at the time of the Department's Offender Management System entry. As needed, the contractor shall follow-up by phone with the offender to obtain any missing information required to validate the address and complete the Department's Offender Management System entry. Upon approval by the Department Director and the Department's Information Technology Services Division (ITSD-DOC) designated representative, contractor staff may be authorized to on-line access to the Department's Offender Management System for the described data entry purposes.

**PARAGRAPH REVISED BY AMENDMENT # 003**

2.3.14 The contractor's system shall provide a solution that allows department staff to view, in real-time, via the contractor's website, Home, Employment, and Emergency Contact information transcribed by the contractor's staff.

**PARAGRAPH REVISED AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003**

2.3.15 The contractor's system shall include a solution in which the contractor makes outbound calls to offenders in support of special condition verification. Outbound calls may be made by an employee of the contractor or by an automated message informing the offender of a need to call in or to provide verification to their supervising officer. In either method, the action must be repeated as often as necessary until the special condition verification is received by the department.

a. Outbound calls made to offenders shall support verification of:

- 1) Payments toward financial obligations to include court costs, restitution, intervention fees child support;
- 2) Treatment attendance and/or completion;
- 3) Programming attendance and/or completion;
- 4) GED attendance and/or completion;
- 5) Support group meeting attendance;
- 6) Registration compliance;
- 7) Substance abuse testing compliance.

b. Offenders shall be instructed to provide verification of conditions to their supervising officer via mail or during their next scheduled office visit.

**PARAGRAPH REVISED BY AMENDMENT # 005**

c. Upon request of the department, the contractor shall add items to the list of special conditions for which the contractor shall make outbound calls as described in paragraph 2.3.15 and its sub-paragraphs *a and b*. The contractor shall provide such **additional** service for the firm, fixed price per **additional** item *per year* shown on Exhibit A - Pricing Page.

Note: It is difficult to determine the call volume associated with this functionality as the process has not been fully mapped out.

2.3.16 The contractor's system shall provide a solution that allows an offender to leave a voice mail message for their officer.

**PARAGRAPH REVISED BY AMENDMENT # 003**

2.3.17 The contractor's system shall provide a service that reports exceptions and allows officers to retrieve voice messages or listen to the following changes reported by offenders via the contractor's website and via a call to a toll free number:

- a. Change of address
- b. Change in phone number
- c. Change in employment
- d. If the offender has had law enforcement contact
- e. Change in Emergency Contact information
- f. Status of Special Conditions and Supervision Plans
- g. Any other significant issues that may need to be reported by the offender
- h. Difference between the offender's phone number of record and the phone number from which the call originated

2.3.18 The contractor's system shall provide a service that archives all voice response records received from offenders until deleted by the officer.

PARAGRAPH REVISED BY AMENDMENT # 003

2.3.19 The contractor's system shall provide a service that is capable of archiving all data files in a format consistent with the department's AS-400(iSeries) operating system. The records shall be collected for the life of the contract and become the property of the department at the end of the contract.

PARAGRAPH DELETED BY AMENDMENT # 003

2.3.20 DELETED

PARAGRAPH AND SUB-PARAGRAPH ADDED BY AMENDMENT # 003

2.3.21 The contractor must, at the contractor's expense and on their premises, have an adequate number of toll-free quality voice telephone lines and related systems necessary to meet the telecommunication requirements and information outlined within this RFP.

- a. All monthly telecommunication bills for the toll-free telephone lines provided by the contractor shall be paid by the contractor.

PARAGRAPH ADDED BY AMENDMENT # 003

2.3.22 The contractor shall provide a telephone management system that evenly distributes inbound calls on a first-come, first-served basis.

PARAGRAPH AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003

2.3.23 The contractor must have an adequate number of voice quality telephone lines and operators available to meet or exceed the requirements outlined below. Contractor's telephone management/accounting/distribution system(s) must fulfill the department's need to monitor the performance requirements below. NOTE: In reference to "average" times listed below, the average shall be based on calculations for the current calendar month.

- a. The following "average" time requirements and percentages shall take effect the first day of the subsequent month following the system "go live" date:
  - 1) All calls must be answered in the order that they are received.
  - 2) No more than 5% of incoming calls shall receive a busy-out.
  - 3) At least 95% of all calls shall be transferred within four (4) rings to a recorded messaging queue.
  - 4) At least 95% of all calls requiring assistance from an attendant shall be answered within four (4) rings. Absolutely no caller shall be told to hang up and call back later.

## 2.4 Case Management Requirements:

PARAGRAPH REVISED BY AMENDMENT # 003

2.4.1 Specific Requirements that shall be performed by the Contractor's IVR reporting system and / or accomplished through a secured FTP interface file to the department's existing Offender Management System shall include, at a minimum, the ability to:

- a. Provide a system in which officers can store, edit and retrieve user entered case notes by event type.

PARAGRAPH DELETED BY AMENDMENT # 003

- b. DELETED

PARAGRAPH REVISED BY AMENDMENT # 003

- c. Provide a process in which case notes can be sent electronically to the department's system for storage. Data shall be sent in a flat-file format via a secure FTP process.

- d. Provide a system in which data imported from the Department's Offender Management System and information directly entered into the contractor's monitoring system can be used to populate form letters and documents such as new enrollment letters, discharge letters, non-compliance letters, etc.

2.4.2 The contractor's system shall include system-generated letters and documents to include, but not limited to:

- a. New Enrollment Letters & Documents:

- 1) Contracted Monitoring Service New Enrollment Letter
- 2) Contracted Monitoring Service Contract
- 3) Intervention Fee Payment Instructions
- 4) Intervention Fee Waiver Request Form
- 5) Intervention Fee Account Adjustment Request Form

- b. Compliance Letters:

- 1) Discharge Letter
- 2) Higher Supervision Level Letter
- 3) Late Call Letter
- 4) Failure to Report Letter
- 5) Employment (Late Pay Stub) Letter
- 6) Failure to Pay Court Ordered Financial Obligations Letter
- 7) Failure to Perform Community Service
- 8) GED Letter
- 9) Outstanding (IF/EM/RF/CRC) Fees Letter
- 10) Six Month Letter
- 11) Failure to Register Letter
- 12) Failure to Attend Treatment letter
- 13) Failure to Attend Programming Letter
- 14) Failure to Pay Child Support Letter
- 15) Failure to Compliance with Substance Abuse Testing Letter
- 16) Failure to Comply- Custom Letter

- c. Ad Hoc Letters:

- 1) Arrest Letter
- 2) Change of Information Letter

- 3) BED Interview Letter
- 4) Contact officer Letter
- 5) Early Discharge Denial Letter
- 6) Hunting Permit Letter
- 7) Report to Officer Letter
- 8) Free Form Letter

d. Site Compliance Letters:

- 1) Treatment Site Compliance Letter
- 2) Ignition Interlock Site Compliance Letter
- 3) Programming Site Compliance letter
- 4) Community Service Site Compliance Letter
- 5) Offender Status Change Letter

2.4.3 The contractor's system shall allow staff to:

- a. Generate letters and documents for one offender or a group of offenders
- b. Address letters with the offender's address imported from the Department's Offender Management System to the contractor's system
- c. Generate letters from a To-Do-List
- d. Populate letters and documents with specific data imported from the Department's Offender Management System and the contractor's system
- e. Preview and print letters and documents
- f. Customize letters and documents

PARAGRAPH REVISED BY AMENDMENT # 003

- g. Sign letters and documents with an electronic signature. The contractor's system shall have the ability to support electronic signatures to include, but not be limited to, signatures scanned from source documents and captured via signature pads.

2.4.4 The contractor shall provide a system in which special conditions data imported from the Department's Offender Management System can be managed and tracked. Examples of such data include Court costs, restitution, GED, registration requirements, programming, community service, etc.

PARAGRAPH REVISED BY AMENDMENT # 003

- 2.4.5 The contractor shall provide a system in which user entered To-Do-Lists can be generated. The To-Do-Lists shall be caseload lists for officers and, at a minimum, shall consist of the items identified in paragraph 2.4.8 and its sub-paragraphs. The contractor's system shall provide the ability for an officer or other state agency personnel to add and/or remove items from the list.
- 2.4.6 The contractor shall provide a system in which officers can indicate a reason why an offender was removed from the service (i.e., discharge, violation, unemployment, etc.).
- 2.4.7 The contractor shall provide a system that officers can utilize to view an offender's Call History. The Call History shall include the offender's name, the date and time of the call, and the number called from.
- 2.4.8 The contractor shall provide a system in which alerts and immediate action items are listed on a To-Do-List. The To-Do-List shall provide hotlinks to associated lists to include:
- a. A list of new enrollments
  - b. A list of offenders not reporting each month as required
  - c. A list of offenders who have failed to mail income verification to their officer
  - d. A list of offenders who have indicated a change in employment, residency, reported law enforcement contact, emergency contact information, and those who left a voice message

- e. A list of offenders who have exited from the program
- f. A list of offenders who called from a phone number that is different from the phone number of record

PARAGRAPH REVISED BY AMENDMENT # 003

- g. A list of offenders who failed to send in payment verification to their officer of financial obligations. The contractor's system must include a means for officer's to dismiss this item from the list once the obligation has been met.

PARAGRAPH REVISED BY AMENDMENT # 003

- h. A list of offenders who failed to send verification to their officer of special condition compliance. The contractor's system must include a means for officer's to dismiss this item from the list once the obligation has been met.

PARAGRAPH REVISED BY AMENDMENT # 003

- i. A list of offenders who have been in the Initial Assessment Phase for more than 90 days. The majority of offenders will be in the Initial Assessment Phase at some point. Each IAP case shall be identified in the nightly data transfer.

2.4.9 The contractor shall provide, via the contractor's system, an online monthly report for statewide activity that allows sorting by Region, District, and Supervising Officer. The report at a minimum shall include:

- a. The number of offenders enrolled in the service each month
- b. The number of calls received each month
- c. The number of offenders who have failed to report for each month
- d. The number of offenders who exited the service each month and the reason why (i.e., discharge, violation, unemployment, etc.)
- e. The number and type of changes initiated by the contractor to the Department's Offender Management System
- f. The call completion rate (At the officer, district, region and state level).

2.4.10 The contractor shall make all reports, documents and materials outlined in this RFP available to department representatives immediately upon request for review, inspection and/or audit.

PARAGRAPH ADDED BY AMENDMENT # 003

2.4.11 Letters referred to in RFP Section 2.4 shall be developed by the contractor based on input from the department. It is anticipated, but not guaranteed, that most letters will be no longer than one page and approximately 250 words in length.

PARAGRAPH ADDED BY AMENDMENT # 003

2.4.12 All letters referred to in RFP Section 2.4 shall be printed and mailed by the department.

**2.5 Technology requirements:**

PARAGRAPH REVISED BY AMENDMENT # 003

2.5.1 Initial Data Interchange: The contractor shall provide a solution that accommodates data interchange between the contractor's system and the department's system. The contractor's system shall meet all Missouri Enterprise Architecture standards. The contractor's solution shall not include web services as a means to transfer data.

- a. Initial Load: Within 90 days after notice of award of the contract, the contractor shall perform an automated initial load (e.g. via electronic file transfer, etc.) to the contractor's system of existing program data located on the department's system.

- b. Daily Update: Within 90 days after notice of award of the contract, the contractor shall provide an automated solution (e.g. electronic file transfer, etc.) to provide daily updates to the department's system from the contractor's system as outlined in 2.4.8 a. through i.

2.5.2 The contractor shall provide an Internet based application that provides access for department employees. The system must provide the capability to exchange information and communicate with the department. While the department will provide the offender data by an electronic file for the initial transfer of offenders enrolled in the contracted monitoring service, the contractor shall be responsible for loading the data into the contractor's system.

2.5.3 The contractor shall provide full e-mail capabilities or other on-line, real-time means of communication between the department and contractor. The contractor's system must communicate with any SMTP e-mail system.

PARAGRAPH ADDED BY AMENDMENT # 003

- a. E-mail and any other means of communication provided by the contractor's system must meet or exceed encryption provided by AES-128 with SHA-1.

PARAGRAPH REVISED BY AMENDMENT # 003

2.5.4 The contractor's system shall have the capability to allow the department staff, through the employees' workstations, to enroll any new offenders and to make offender data changes directly through the contractor's computer using an online interface with the department's system and database. The changes in offender data in the Department's Offender Management System will be uploaded to the contractor's computer via an electronic file transfer at night. The primary method for providing data for the contractor's system shall be via electronic transfer each night. However, the department must be able to enter information directly into the contractor's system when necessary.

2.5.5 The contractor's application shall allow department staff to receive and retrieve all required reports from the employees' workstations via internet access.

2.5.6 The department will provide a workstation for state employees, internet browser software and connection to the public network (internet).

2.5.7 The contractor's application should require no additional software to be installed at department locations. If such hardware or software is required:

- a. The hardware and software must be fully compatible with current and planned workstation, server and network platforms and management processes.
- b. The hardware and software must be fully supportable within the department's current network configuration and management processes (i.e., fully supported using Microsoft System Management Services, no dial-in connectivity, etc.).
- c. Any hardware or software required shall require advanced approval by the department.
- d. The contractor shall be responsible for providing, including acquisition and licensing, and installing any additional hardware and software required. Proof of licenses for all software must be made available to the department upon request.
- e. The installation of any additional hardware and software shall be done under the supervision of department staff and according to department policies, practices and specifications. The department may require the contractor to pre-test any software or software changes in a lab setting provided by the contractor, but using software loads provided by the department.

2.5.8 The contractor shall be required to provide, at no additional cost to the department, all appropriate personnel and personnel time to effect any changes to the hardware and software provided by the

contractor that are needed to maintain the functionality of the application, or that are needed to support maintenance of, or upgrades to, standard department workstation, server, and network platforms.

2.5.9 The contractor shall accommodate system users with special needs.

- a. Americans With Disabilities Act (ADA) Requirements - The contractor shall provide accommodations to comply with American With Disabilities Act (ADA) requirements. This includes, but is not limited to, systems that are compatible with Telephone Devices for the Deaf (TDD).
- b. The contractor should have the capability of providing a system that will provide Spanish-speaking offenders the ability to utilize the system.

## **2.6 Maintenance, Training and Support:**

2.6.1 The contractor shall complete training of users for each Probation and Parole Region within 90 days of receipt of authorization to proceed from the department, beginning with Region I. The department estimates that the following number of employees will require training, by region. The contractor shall conduct training in order at the following locations:

- a. Region I, 347;
- b. Region II, 247;
- c. Region III, 225;
- d. Region IV, 207;
- e. Region V, 154;
- f. Region VI, 145

2.6.2 The contractor shall provide training and support for designated department personnel regarding updates to the contractor's system. Training shall be provided within 30 calendar days of implementation of the system or update becoming active at locations mutually agreed to by the department and the contractor. This training may take the form of web-site postings, onsite training, web training, on-line training manual, or other form of delivery approved by the department.

2.6.3 The contractor shall provide all necessary maintenance of its system to ensure continued operability, and assist the department with system problem resolution.

## **2.7 Optional Services:**

2.7.1 The contractor should provide an optional system that will allow letter templates to be generated for offenders not currently assigned to call in (approximately 20,000 offenders).

- a. This service may be used to send letters to offenders who have recently transitioned from the monthly call in requirements or offenders about to transition into the IVR service.
- b. Letters may also be used for offenders who are not a part of the IVR service (i.e., batch letters to offenders who miss a group that may include IVR and non-IVR offenders).
- c. If this system is utilized by the state agency, the state agency shall be responsible for printing and mailing the letters.

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2.7.2 If the contractor provides the system referenced in this section of the RFP, pricing shall be firm and fixed as provided in Table A.3 of the pricing page.

**2.8 Personnel Requirements:**

- 2.8.1 The contractor shall understand and agree that any person who has been convicted of a felony or a misdemeanor, or who is currently under the supervision of the federal, state or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the Department Division Director before providing services under this contract.
- a. The contractor shall be responsible for conducting a criminal history on each prospective employee providing services under the terms of this contract, provide this information to the department upon request, and thereafter conduct a record check each year on the anniversary of each employee's hire date.

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- 2.8.2 The contractor must have a procedure in operation which ensures confidentiality of all data and offender identification with limited access to records. The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by the department in order to provide service under the contract. The contractor shall request and receive the security clearance information from a source approved by the department for each of the contractor's employees assigned to the contract. With the department's approval, the contractor may use a source outside Missouri to provide information for required security clearances.
- 2.8.3 By no later than five (5) calendar days after notification of contract award, the contractor shall provide the department with the following:
- a. A completed Authorization for Release of Information Form (Attachment #7) individually signed by the contractor and each current or anticipated employee who shall be assigned to the contract.
- b. For each new or unanticipated employee, the contractor must provide the department with a signed Authorization for Release of Information Form prior to the employee providing service.
- 2.8.4 The contractor, contractor's program administrator, and contractor's employees shall maintain a close working relationship with the identified department staff at all times. Collaborative efforts shall consist of, but not be limited to:
- a. Contacting the identified department staff via telephone, cell phone, or e-mail a minimum of one (1) time per month or as requested by the department;
- b. Providing and exchanging accurate, up-to-date file material requested by the department or as determined by department procedures.
- c. Attending meetings at the Probation and Parole Central Office, 3400 Knipp Drive, Jefferson City, at least two (2) times per year.

**2.9 Records/Reporting Requirements for each service provided:**

- 2.9.1 The contractor shall maintain accurate and complete records of each offender's participation in the monitoring services for a minimum of five (5) years following the offender's completion of the services and shall make this information available to the department upon request.

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- 2.9.2 The contractor shall provide outcome data to the department in a mutually agreed to electronic format on a monthly basis, with the first report due within 30 calendar days of contract award and every 30 calendar days thereafter by the 10<sup>th</sup> of the month. The contractor's reports shall be readable on screen, printable, and allow for download into an Excel format. The contractor's reports shall allow for

sorting by Region, District and Supervising Officer. Information contained in the monthly report shall include, but not be limited to the following:

- a. Call-in percentage rates by district/region/state
- b. Number of address changes initiated by the contractor to the Department's Offender Management System by district/region/state
- c. Number of total calls completed by district/region/state
- d. Number of incomplete calls by district/region/state

2.9.3 The contractor shall accurately complete all required reports identified herein.

## **2.10 Payment and Invoicing Requirements:**

2.10.1 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 return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. 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 RFP.

2.10.2 No later than the tenth day of each month following services, the contractor shall submit an invoice for all offenders for whom the contractor provided services to during the preceding month. The invoice shall identify any offender that is identified on IVR as of the first calendar day of the invoiced month. Invoices shall be submitted to the Missouri Department of Corrections, 2729 Plaza Drive, P.O. Box 1848, Jefferson City, Missouri 65109 to the attention of the Fiscal Management Unit. A copy of the invoice shall also be mailed to the Division of Probation and Parole Central Office, 3400 Knipp Drive, Jefferson City, Missouri 65109.

- a. The contractor shall be paid at the rate per offender stated on the Pricing Page (Exhibit A) for the total number of offenders for whom the contractor provided services to for the previous month.

For example:

- 1) If 50,000 or less offenders accessed the system during the invoiced period, the contractor shall be paid the rate specified on the pricing page for 1 to 50,000 offenders for each offender for whom the contractor provided services during the invoiced period.

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- 2) If 50,001 to 75,000 offenders accessed the system during the invoiced period, the contractor shall be paid the rate specified on the pricing page for 1 to 50,000 offenders for the first 50,000 offenders plus shall be paid the rate specified for 50,001 to 75,000 offenders for that group of offenders for whom the contractor provided services for during the invoiced period. [Example: If 1 – 50,000 = \$1.00 per offender and 50,001 – 75,000 = \$.50 per offender, for an invoiced period in which 54,000 offenders accessed the system, the contractor would be paid \$52,000.00 (\$50,000 + \$2,000 = \$52,000.00)

2.10.3 The department shall verify each invoice sent by the contractor. The department reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced. The department will deduct any costs associated with any individuals not verified of receiving services under the contract.

- 2.10.4 The contractor shall maintain any and all financial records required by the department and shall agree that the department shall have the right to review such records, including, but not limited to: staffing ratios, job descriptions, personnel qualifications, and other records as required through the contract.
- 2.10.5 The contractor may obtain detailed information for payments issued to the contractor for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.10.6 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.11 Audits:**

- 2.11.1 The contractor agrees and understands that the department and/or any appropriate state/federal agency may examine (audit) all pertinent books, documents, papers and records of the contractor as they relate to the requirements of the contract, and shall make such available upon request.
- a. The contractor shall retain all records relating to the contract for five (5) years or a state audit is completed, whichever is later or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five year period if the department has been notified in writing by the contractor and written approval to destroy the records has been received from the department. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.
  - b. The contractor shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the state until such time as the appeal, litigation, claim, or exception has been resolved.

## **2.12 Other Requirements:**

- 2.12.1 **Deficiency Notice:** The contractor shall understand and agree that if the department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor are unacceptable, the department shall provide written notice which states the deficiencies to the contractor's authorized representative. The department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of deficiency shall exist and be recognized by the department as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.
  - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum; e-mail correspondence; and/or certified letter (with return receipt request).
  - c. Upon receipt of the notice of the deficiency notice, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the department within the seven-day period.
  - d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

- 2.12.2 The contract is not intended to create any rights, liberty, interest or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- 2.12.3 Financial Requirements: The contractor understands that the State of Missouri is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the department's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for this contract shall be determined solely by the department, and such determination shall be final and without recourse by the contractor. The department does not give any assurances under the terms of this contract that the maximum calculated payment for service(s) specified herein will be purchased.
- 2.12.4 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Commission laws, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 2.12.5 No state or other public funds payable under the contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment and/or software programs that are in violation of third parties' legal copyrights. If the State determines that the contractor is in violation of this paragraph, the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.
- 2.12.6 The department shall furnish all legal and accounting services as may be necessary for the department to satisfy contractual responsibilities. The department shall not assume, nor shall it be liable for legal or accounting services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the department is not obligated to provide legal or accounting counseling to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.12.7 **Conflict of Interest:** (Refer to Exhibit F) In accordance with the Sections 105.450 to 105.458 RSMo, no official or employee of the department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

- b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of this contract if such involvement would constitute a conflict of interest. Before any state employee may be involved in the performance of this contract, written approval shall be obtained from the director of the department.
- c. A Department of Corrections employee shall not be compensated under this contract for duties performed in the course of his/her state employment. A Department of Corrections employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

2.12.8 The contractor shall understand and agree that the State of Missouri shall have the right to negotiate at any time during the contract for more favorable pricing, performance levels and/or terms in order to adapt to changed market conditions, state's operating environment and/or economy. The contractor shall further understand and agree that in event of unsuccessful negotiations, the state may elect to terminate or not renew and rebid with new requirements that more accurately reflect the market conditions, operating environment and/or economy.

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

### 2.13 Specialized Research:

2.13.1 The contractor shall provide specialized research information, at no additional cost to the department, that is mutually agreed on between the contractor and the department. While no known research has been requested in the past, the department estimates, but in no way guarantees, that any such research required will be minimal.

PARAGRAPH AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003
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2.14 Accessibility Compliance:

2.14.1 Information Technology Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires State agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; <http://www.itic.org/index.php?submenu=Resources&src=gendocs&ref=vpats&category=resources>) or other comparable document (see Exhibit H).

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

### 3. GENERAL CONTRACT PROVISIONS:

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

#### 3.1 Contract:

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

#### 3.2 Contract Period:

- 3.2.1 Contract Period – The original contract period shall be Date of Award through one year. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

PARAGRAPH TITLE REVISED BY AMENDMENT # 003
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#### 3.3 Contract Renewal:

- 3.3.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.3.2 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on Exhibit A (Pricing Page) of the contract.
- 3.3.3 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 3.3.4 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

**3.4 Price:**

- 3.4.1 All prices shall be firm, fixed and as indicated on the pricing exhibit (Exhibit A). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.5 Title:**

- 3.5.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

**3.6 Contractor Liability:**

- 3.6.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment or products provided by the contractor, except as otherwise provided in the contract.
- 3.6.2 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees and assignees, from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 3.6.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees and assignees.
- 3.6.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**3.7 Termination:**

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

**3.8 Assignment:**

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

**3.9 Inventions, Patents and Copyrights:**

- 3.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 3.9.3 The contractor shall not be liable for any cost, expense or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

**3.10 Software Piracy Prohibition:**

- 3.10.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the state shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the state determines that the contractor is in violation of this paragraph, the state may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.

**3.11 Software Rights & Protections:**

The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The state shall only use the software in accordance with the licensing terms and conditions as provided in this RFP. The state shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, customers, agents and/or consultants of state agency ("Authorized Agency") who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.

- a. The State of Missouri shall have the right to make two (2) copies of the licensed product for archival and disaster recovery purposes only. In the event of a disaster or a failure of the operating environment or the software system, the agency may, for the duration of the emergency or threatened disaster, use the applicable licensed software on a backup system and/or maintain a backup/archival copy of the licensed software, subject to any provisions herein defining and/or relating to authorized users.
- b. It shall be the contractor's responsibility and expense to thoroughly educate and inform state agencies and their software end users regarding the software usage and copyrights. In the event that agency personnel or the contractor discover any misuse of the software or related documentation within the state agency(s), they must immediately notify the designated software manager, department manager, or legal counsel. Unauthorized reproduction of software is a federal offense. Offenders may be subject to damages, fines, and penalties in accordance with United States Copyright Law.

### **3.12 Insurance:**

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

### **3.13 Subcontractors:**

- 3.13.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 3.13.2 Pursuant to section 285.530.1 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 section 285.530.1 RSMo if the contract binding the contractor and subcontractor affirmatively states that:
  - a. The direct subcontractor is not knowingly in violation of section 285.530.1 RSMo; and,
  - b. Shall not henceforth be in such violation; and,
  - c. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**3.14 Contractor Status:**

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

**3.15 Coordination:**

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

**3.16 Participation by Other Organizations:**

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

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

**3.17 Property of State:**

- 3.17.1 All reports, documentation and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the department. 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. Upon expiration, termination or cancellation of the contract, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the department.
- 3.17.2 The contractor shall not use the name, logo or other identifying marks of the State of Missouri or the department on any materials produced or issued, without the prior written approval of the department.
- 3.17.3 At least ten (10) business days prior to the use of any written materials that would be used to communicate with offenders, the contractor must submit a copy of all such materials to the department for review, revision and approval.
- 3.17.4 The State of Missouri shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the department's content and in user information collected by the contractor. Exclusive of the department's content and user information, the contractor shall retain all right, title and interest (including copyright and intellectual property rights) in the hosting services and in the developer/contractor content.
- 3.17.5 The State of Missouri shall retain sole ownership of all information collected as a result of the contract (e.g., contact information, phone numbers, email addresses).
- 3.17.6 Offender and department user information, (e.g., e-mail addresses, phone numbers, mailing addresses), shall not be used by the contractor for any purpose outside the scope of the contract.
- a. The contractor shall be prohibited from distributing or selling customer data.

**3.18 Contractor's Personnel:**

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

defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 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 Division of Purchasing and Materials Management the documentation required in the exhibit (Exhibit G) titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization.

### **3.19 Transition:**

- 3.19.1 Upon award of the contract, the contractor shall work with the department and any other organizations designated by the department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the department.
- 3.19.2 Upon expiration, termination or cancellation of the contract, the contractor shall assist the department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the department. If requested by the department, the contractor shall provide and/or perform any or all of the following responsibilities:
- 3.19.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the department and/or to the department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the department.
- 3.19.4 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the department, in order to ensure the completion of such service prior to the expiration of the contract.
- 3.19.5 If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

THE FOLLOWING PARAGRAPHS WERE INCORRECTLY NUMBERED IN THE ORIGINAL RFP
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### 3.20 Confidentiality:

- 3.20.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.
  - a. The contractor shall maintain strict confidentiality of all offender information or records supplied to it by the Department of Corrections or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department of Corrections and the offender unless such disclosure is required by law.

- 1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractors/provider's subcontractors and employees.
- 2) Any contractor that qualifies as a covered entity under the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164), shall comply with all the applicable provisions of those standards.

THE FOLLOWING PARAGRAPHS WERE INCORRECTLY NUMBERED IN THE ORIGINAL RFP
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3.21 Publicity:

- 3.21.1 Any publicity release mentioning contract activities shall reference the contract number and the department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the department. The contractor shall obtain approval from the department prior to the release of such publicity or publications.
  - a. The contractor shall not issue press releases, participate in interviews with media or engage in any form of public release of information regarding the department or the contractor's duties pursuant to the contract without the prior, written approval of the department's Public Information Officer.

#### 4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

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

##### 4.1 Preparation and Submission of Proposals:

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

4.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience / Reliability of Organization and Expertise of Personnel

Exhibit C - Proposed Method of Performance and Solution Functionality

Exhibit D - Participation Commitment

Exhibit E - Missouri Service-Disabled Veteran Business Preference

Exhibit F - Contact Information and Conflict of Interest

Exhibit G - Affidavit of Work Authorization

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

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

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

4.1.4 Proposal Copies: the offeror's proposal should include an original document, plus six (6) copies.

- a. In addition, the offeror should provide two (2) copies of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s). The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
  - d. All pages of the entire proposal should be **page numbered** in some fashion for easy reference.
- 4.1.5 Imaging Ready: Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 4.1.6 Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. ***The offeror shall not submit the entire proposal as proprietary or confidential.*** The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.
- 4.1.7 Compliance with Terms and Conditions:
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
  - b. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.
- 4.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 4.1.9 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) and 3) fax these documents along with a cover letter that

states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

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

**4.2 Proposal Evaluation and Award:**

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

PARAGRAPH REVISED BY AMENDMENT # 003	
Cost	90 points
Experience/Reliability of Organization and Expertise of Personnel	50 points
Method of Performance and Solution Functionality	50 points
MBE/WBE Participation Commitment	10 points
<b>Total</b>	<b>200 points</b>

4.2.2 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. Terms, conditions, prices, methodology or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness and acceptability of the proposal.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.2.3 Proposal Presentation and/or System Demonstration: After an initial screening process, a proposal presentation and/or a system demonstration may be conducted with the offeror, if deemed necessary.

Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.2.4 Award Determination: The DPMM shall make the contract award by an all or none basis. The contract award shall result in one offeror providing the product and services to fulfill the requirements of the RFP.

**4.3 Cost Evaluation:**

**PARAGRAPH REVISED BY AMENDMENT # 003**

4.3.1 For evaluation purposes only, cost will be based on the sum of the total prices proposed for each range for the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the Department over the potential life of the contract:

- 50,000 offenders X per offender price per month for pricing range 1 - 50,000 X 12 months
- 25,000 offenders X per offender price per month for pricing range 50,001 – 75,000 X 12 months
- 5,000 offenders X per offender price per month for pricing range 75,000 + X 12 months

**PARAGRAPH REVISED BY AMENDMENT # 005**

**PARAGRAPH ADDED BY AMENDMENT # 003**

- a. For evaluation purposes only, cost for adding an item to the list of *seven (7) items (shown as sub-paragraphs 1 through 7 of RFP paragraph 2.3.15, sub-paragraph a)* for which the contractor shall make outbound calls, shall be based on the cost for adding one item during the original contract period.

**PARAGRAPH REVISED BY AMENDMENT # 005 – some text deleted**

4.3.2 The cost evaluation shall be based on a total cost of all ranges of pricing derived from estimated quantities indicated in 4.3.1 and prices stated on Exhibit A, Pricing Page, including contract renewal periods. Prices for optional products and services shall be subjectively evaluated as part of the proposed method of performance and system functionality.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 90 = \text{Cost evaluation points}$$

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

**PARAGRAPH AND SUB-PARAGRAPHS REVISED BY AMENDMENT # 003**

4.3.3 Examples of the method that shall be used in calculating the amount due for services for one month are shown below:

- a. If 50,000 or less offenders accessed the system during the invoiced period, the contractor shall be paid the rate specified on the pricing page for 1 to 50,000 offenders for each offender for whom the contractor provided services during the invoiced period.
- b. If 50,001 to 75,000 offenders accessed the system during the invoiced period, the contractor shall be paid the rate specified on the pricing page for 1 to 50,000 offenders for the first 50,000 offenders plus shall be paid the rate specified for 50,001 to 75,000 offenders for that group of offenders for whom the contractor provided services for during the invoiced period.

#### 4.4 Subjective Evaluation:

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

PARAGRAPH ADDED BY AMENDMENT # 003
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- a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 2.14.1 and Exhibit C, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

#### 4.5 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

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

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

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

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

WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

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

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

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

4.5.6 Definition -- Qualified MBE/WBE:

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

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

Office of Administration, Office of Supplier and Workforce Diversity

Harry S Truman Bldg., Room 630

P.O. Box 809

Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Web site: <http://www.oswd.mo.gov>

#### 4.6 Other Submittal Requirements and Requested Information:

4.6.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:
  - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alpha Pointe Association for the Blind can be found at the following internet addresses:  
<http://www.lhindustries.com>  
<http://www.alphapointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.
- 4.6.2 Missouri Service-Disabled Veteran Business Preference: Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.
- 4.6.3 The offeror should respond to the information requested in Exhibit F, Other Requested Information.
- 4.6.4 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror
- 4.6.5 r should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 4.6.5 Vendor Information: The Department of Corrections maintains a current vendor database; therefore, the offeror should submit a completed Vendor Information Data form (Attachment #8) with their proposal.

**EXHIBIT A**

**PRICING PAGE**

<b><i>PRICING PAGE REVISED BY AMENDMENT # 005</i></b>
PRICING PAGE REVISED BY AMENDMENT # 003

**A.1 REQUIRED PRICING:**

The offeror shall state the firm, fixed price per offender, per month for providing all products and services, including hosting and maintenance, necessary to meet the mandatory requirements of the RFP.

The offeror shall understand that pricing shall remain firm, fixed throughout the term of the original contract period and each renewal period and shall be in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price.

Number of Offenders	Firm, Fixed Price Per Offender Per Month				
	Original Contract Period	First Renewal Option Period	Second Renewal Option Period	Third Renewal Option Period	Fourth Renewal Option Period
1 to 50,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
50,001 to 75,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
75,001 +	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<b><i>PRICING TABLE REVISED BY AMENDMENT # 005</i></b>
PRICING TABLE ADDED BY AMENDMENT # 003

**A.2 REQUIRED COST FOR ADDING ADDITIONAL ITEMS TO LIST OF CONDITIONS FOR WHICH THE CONTRACTOR SHALL MAKE OUTBOUND CALLS**

*The offeror must state below firm, fixed applicable costs necessary to satisfy the mandatory requirements of adding an additional item to the list of conditions for which the contractor shall make outbound calls. Refer to RFP paragraph 2.3.15c for details.*

	<b><i>Firm, Fixed Price Per Year per Additional Item Added to the List of Conditions for which the Contractor Shall Make Outbound Calls</i></b>				
	<b><i>Original Contract Period</i></b>	<b><i>First Renewal Option Period</i></b>	<b><i>Second Renewal Option Period</i></b>	<b><i>Third Renewal Option Period</i></b>	<b><i>Fourth Renewal Option Period</i></b>
<b><i>Firm, Fixed Price Per Year Per Additional Item</i></b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**EXHIBIT A (continued)**

**PRICING PAGE**

**PRICING TABLE ADDED BY AMENDMENT # 005**

**A.2a OTHER REQUIRED COSTS**

*The offeror must state below all additional firm, fixed applicable costs necessary to satisfy the mandatory requirements of the RFP that were not addressed in Table A.1 or Table A.2 . Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in connection with the licenses granted herein and to satisfy the RFP requirements.*

<i>OTHER COSTS (SPECIFY BELOW IF ANY)</i>	<i>UNIT OF MEASURE</i>	<i>UNIT PRICE</i>

**A.3 OPTIONAL PRICING**

The offeror should the state the firm, fixed price per letter, per month for providing all services necessary to meet the requirements of the RFP for letter generation for offenders with no call in requirements.

Firm, Fixed Price Per Letter Per Month				
Original Contract Period	First Renewal Option Period	Second Renewal Option Period	Third Renewal Option Period	Fourth Renewal Option Period
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**EXHIBIT B****EXPERIENCE/ RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL**

The evaluation of the offeror's experience, expertise and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process

**B.1 EXPERIENCE OF THE ORGANIZATION**

- 1) The offeror should describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The offeror should provide a detailed description their current and prior experience pertaining to establishing and maintaining an IVR system as required by the RFP. The offeror should provide a list of at least three (3) entities for which the offeror, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.

**B.2 EXPERTISE OF PERSONNEL**

- 1) The offeror should fully describe the expertise and experience of the staff that will be assigned. The offeror's description should include the position and position description of the proposed staff as well as detailed resumes for the proposed staff. Resumes should be structured to emphasize relevant qualifications (including education, licenses, certifications, etc.) and experience of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP. Information submitted should clearly identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri. In the event specific personnel are not able to be designated, the offeror should provide detailed descriptions of the required qualifications for the assignment as well as detailed job/position descriptions of the specific positions, including the type of person proposed to be assigned.
- 2) The offeror's response should also specifically address personnel's knowledge and experience with the following:
  - a. The development, implementation and administration of IVR services identical in scope to the program requirements stated herein.
  - b. The various technical requirements required and desired to meet the requirements of the RFP (see Performance Requirements, section 3);

**B.3 RELIABILITY OF THE ORGANIZATION**

- 1) The offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
  - a) The offeror should document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last two years will provide such documentation; however, the statements will become public information. The offeror should also present any additional information, which reasonably demonstrates the financial strength of

the offeror's company/organization. If the offeror is a subsidiary, also provide the documentation for the parent company.

- 2) The offeror must indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
- 3) The offeror must indicate whether or not they have had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain circumstances/reasons for the cancellation and/or non-renewal.

**EXHIBIT C****PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY**

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

**C.1 METHOD OF PERFORMANCE**

- 1) The offeror should describe the method the offeror proposes to perform services defined herein. In presenting a written narrative, the offeror may follow specific paragraphs presented in this RFP as a format for the narrative. Specific reference to time frames for implementing and making the system operational should be included. The offeror may include a PERT or similar chart to describe proposed service in a time sequence format in addition to the written narrative. The offeror should specifically describe:
  - a. What service, maintenance, training and support are proposed;
  - b. What the time frame is for implementing the system and making it operational, expressed as the number of calendar days after notification of contract award;
  - c. Key personnel in the offeror's staff who will be assigned to this project;
  - d. How the help desk will support offenders and department staff;
  - e. How the toll free service will work for department staff;
  - f. If the state elects to expand services, how the toll free service and IVR system will work for all other offenders;
  - g. If the state elects to expand service, what the time frame is for expanding the system and making it operational, expressed as the number of calendar days after notification of expansion is desired; How will the expansion be accomplished (i.e. additional equipment, phone lines);
  - h. What type of reports will be available for the department;
  - i. How the offeror will address security and confidentiality of the data, including security for internet based application;
  - j. How the offeror proposes to minimize downtimes of the system;
  - k. How the offeror will continue operations during any epidemic or state of emergency;
  - l. How the offeror will make outbound calls to offenders to verify compliance with special conditions;

PARAGRAPH ADDED BY AMENDMENT # 003

- m. How the offeror's system will allow officers to store, edit, and retrieve user entered case notes;

PARAGRAPH ADDED BY AMENDMENT # 003

- n. How the offeror's system will address the To-Do-List requirements in the RFP.

- 2) If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.
- 3) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- 4) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 5) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other) including Missouri employee statistics.

PARAGRAPH AND SUB-PARAGRAPHS ADDED BY AMENDMENT # 003
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## C.2 ACCESSIBILITY REQUIREMENTS

- 1) As explained under “Accessibility Compliance” in the Performance Requirements Section 2 of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) which must be followed in the state’s acquisition of IT products. Therefore, the offeror must provide a description of each proposed product’s conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (<http://www.itic.org>) or other comparable document (see IT Accessibility Conformance Matrix on next page). If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.

- 2) HELPFUL RESOURCES REGARDING IT ACCESSIBILITY:

The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum’s Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards.

<http://www.access-board.gov/sec508/software-tutorial.htm>;  
[http://accessibilityforum.org/paper\\_tool.html](http://accessibilityforum.org/paper_tool.html); and  
[http://www.twworldwide.com/ittact/030813/Cannady\\_procured\\_software\\_v1.doc](http://www.twworldwide.com/ittact/030813/Cannady_procured_software_v1.doc)

- 3) The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:
  - JAWS,
  - Window Eyes,
  - ZoomText,
  - MAGic, and
  - Dragon Naturally Speaking.

(NOTE: The accessibility of the offeror’s proposed product(s) will be considered in the evaluation.)

- 4) The offeror should identify whether they have an accessibility coordinator that will be responsible for ensuring conformance to IT accessibility standards during product customization and in the final version deployment. Provide a description of the accessibility coordinator’s experience and expertise in developing/customizing products to conform with IT accessibility standards.

TABLE ADDED BY AMENDMENT # 003

**EXHIBIT C – RFP B2Z10040**

**IT ACCESSIBILITY CONFORMANCE MATRIX**

<b>IT Accessibility Standards</b> (Reference State of Missouri IT Accessibility Standards at <a href="http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm">http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm</a> )			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application	COMMENTS / EXPLANATIONS
		<i>(Describe how and/or to what degree the proposed Offender IVR System fulfills the accessibility requirement standards)</i>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed using a standard application programming interface such as Java Accessibility API or MicroSoft Active Accessibility.</li> </ul> <p>NOTE: Just because the application was developed using an accessibility API does NOT mean that the application will be completely compatible with Assistive Technology tools, thus compatibility testing is helpful in identifying adjustments that can be made to ensure these tools can provide application use.</p> <ul style="list-style-type: none"> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
<b>Software Applications and Operating Systems</b>			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		

**IT Accessibility Standards**  
**(Reference State of Missouri IT Accessibility Standards at**  
**<http://www.oea.mo.gov/itsd/cio/standards/ittechnology.htm>)**

2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		

**IT Accessibility Standards**  
**(Reference State of Missouri IT Accessibility Standards at**  
**<http://www.oea.mo.gov/itsd/cio/standards/ittechnology.htm>)**

10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
<b>Web-based Intranet and Internet Information and Applications</b>			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
18.	Row and column headers shall be identified for data tables.		
19.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
20.	Frames shall be titled with text that facilitates frame identification and navigation.		

**IT Accessibility Standards**  
 (Reference State of Missouri IT Accessibility Standards at  
<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>)

21.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
22.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
23.	A method shall be provided that permits users to skip repetitive navigation links.		
24.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
25.	Contact information for issues related to accessibility shall be provided on each entry page.		

**IT Accessibility Standards**  
 (Reference State of Missouri IT Accessibility Standards at <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>)

26.	<p>Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following:</p> <ul style="list-style-type: none"> <li>(i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products.</li> <li>(ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products.</li> <li>(iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.</li> </ul>		
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**Telecommunications**

27.	<p>Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.</p>		
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**IT Accessibility Standards**  
 (Reference State of Missouri IT Accessibility Standards at  
<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>)

28.	Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
29.	Voice mail, messaging auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech To Speech users through the relay service.		
30.	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
31.	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
32.	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.		
33.	Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		

**IT Accessibility Standards**  
 (Reference State of Missouri IT Accessibility Standards at  
<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>)

34.	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 db of gain.		
35.	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
36.	<p>Products which have mechanically operated controls or keys, shall comply with the following:</p> <p>(1) Controls and keys shall be tactilely discernible without activating the controls or keys.</p> <p>(2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.</p> <p>(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character.</p> <p>(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>		

**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>

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

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

<b>WBE Participation Commitment Table</b>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE</b> (% of the Total Contract Value)	<b>Description of Products/Services to be Provided by Listed WBE</b>
1.	%	
2.	%	
3.	%	
4.	%	
<b>Total WBE Percentage:</b>	<b>%</b>	

**EXHIBIT D - continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

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

Name of Organization \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If MBE/WBE: \_\_\_\_\_ % of Total Value of Contract

If Organization for Blind / \_\_\_\_\_ or % of Total Value of Contract  
Sheltered Workshop: \_\_\_\_\_ Total Dollar Amount

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT E**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entity, are comparable.

**Definitions:**

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

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

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

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

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

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

**EXHIBIT F**

**OTHER REQUESTED INFORMATION**

**F.1 CONTACT INFORMATION:**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

**F.2 EMPLOYEE BIDDING / CONFLICT OF INTEREST:**

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

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

**EXHIBIT G**

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

**BUSINESS ENTITY CERTIFICATION:**

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

<b><u>BOX A:</u></b>	To be completed by a non-business entity as defined below.
<b><u>BOX B:</u></b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> .
<b><u>BOX C:</u></b>	To be completed by a business entity who has already submitted documentation with a notarized date on or after <b>September 1, 2009</b> , to a Missouri state agency including Division of Purchasing and Materials Management.

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ RFP B2Z10040 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	Authorized Representative’s Signature
(Please Print)	
_____	_____
Company Name (if applicable)	Date

**EXHIBIT G, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT G, continued**

**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.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

\_\_\_\_\_  
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

Missouri State Agency or Public University\* Name \_\_\_\_\_

Date of Submission \_\_\_\_\_

Bid/Contract Number \_\_\_\_\_

- \* Public University includes the following five schools:
- 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

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

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to

include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.

- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## **5. SUBMISSION OF PROPOSALS**

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

## **6. PROPOSAL OPENING**

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

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

## 8. EVALUATION/AWARD

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

## **9. CONTRACT/PURCHASE ORDER**

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

## **10. INVOICING AND PAYMENT**

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

## **11. DELIVERY**

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

## **12. INSPECTION AND ACCEPTANCE**

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

- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **13. WARRANTY**

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

### **14. CONFLICT OF INTEREST**

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

### **15. REMEDIES AND RIGHTS**

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

### **16. CANCELLATION OF CONTRACT**

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

### **17. COMMUNICATIONS AND NOTICES**

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

**18. BANKRUPTCY OR INSOLVENCY**

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

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

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

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

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

**21. AMERICANS WITH DISABILITIES ACT**

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

**22. FILING AND PAYMENT OF TAXES**

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

**23. TITLES**

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

Revised 01-20-10



**ATTACHMENT 2**

**FIELD RISK REDUCTION INSTRUMENT  
USER NOTES**

Overview

The assessment uses data in the Department’s Offender Management System to calculate two scores that measure the likely benefit in reduced recidivism from community supervision strategies and community treatment programs. The assessment also uses the Department’s Offender Management System data to determine a supervision level that is intended to be used as a third dimension in the determination of intervention.

The scales used in the assessment were developed from a recidivism study of field openings from July 1, 2002 to June 30, 2006 and the outcomes were calculated up to June 30, 2007. Both assessments use the officer completed Risk and Need scores and an offender must have both reports and a SACA for the TAP/Re-Entry assessment.

Scoring of the Assessments

**1. Supervision Strategies**

The Supervision Strategy Score uses eight variables and is scored according to the chart below.

Risk Factors	Risk Reduction Score				
	High	Above Average	Average	Below Average	Low
	2	1	0	-1	-2
Expanded Risk Score	14-17	11-13	8-10	6-7	3-5
Need Score	9-13		6-8		3-5
Supervision Status		Parole	Probation	Diversion	
Prior Institutional Treatment		SACA 3-5	SACA 1-2		
Age		U-22	22+		
Employment (Need Score)		Unemp.	Part Time	FT Emp.	
Revocations		1+	None		
Prior Incarcerations	2+	1	None		

*Community Supervision Risk Reduction Levels*

- I Low Benefit -6 to 0
- II Medium Benefit 1 to 4
- III High Benefit 5 to 11

**2. Community Treatment**

The community treatment score uses nine variables and is scored according to the chart below.

Risk Factors	Risk Reduction Score				
	High	Above Average	Average	Below Average	Low
	2	1	0	-1	-2
Expanded Risk Score	9-13	14-17	8-13	3-7	3-4
Need Score			6-8	5	
Offense		Nonviolent	Other		
Sub. Abuse (SACA)		2-5	1		
Current Age		U-31	31+		
Prior Inst. Treatment		SACA 3-5	SACA 1-2		
Employment (Need Score)		Unemp.	Part Time	FT Emp.	
Revocations		1+	None		
Prior Incarcerations		3+	1-2	None	

*Community Treatment Risk Reduction Levels*

- I Low Benefit -5 to -1
- II Medium Benefit 0 to 3
- III High Risk Benefit 4 to 10

**3. Expanded Risk Score**

An expanded Risk Score is computed from the current five variables plus three other variables. The additional variables improve the recidivism predictiveness of the total score.

Risk Factors	Risk Score			
	0	1	2	3
Employment	FT	PT	Unemp.	
Current Felony/Misd.		Misd.	Felony	
Recidivist Offense	No		Yes	
Age	30+	22-29	U-22	
Prior Convictions		None	1-2	3+
<i>Additional Variables</i>				
Substance Abuse	SACA 1-2	SACA 3-5		
Revocations	None	1+		
Probation/Parole status		Prob.	Parole	
Prior Incarcerations	None	1-2	3+	

*Expanded Risk Score Levels*

- Low Risk 3-7
- Medium Risk 8-13
- High Risk 14-17

**4. Field Risk Reduction Instrument Intervention Levels**

Intervention levels are computed for the instrument. The Field Risk Reduction Instrument supervision levels are based upon the expanded risk score, the need score, the scores for each need category, offense characteristics and the risk reduction scores for supervision strategies and community treatment. The purpose of combining the risk and need scores is to provide a more accurate measure of supervision success from the start of supervision.

### Field Risk Reduction Instrument Supervision Levels

Intervention Level I: Expanded Risk score + Need score of 16 or less, or from 17 to 20 and Low/Low or Low/Medium on the risk reduction scores, excluding those who are sex offenders, or offenders with a maximum score in any need category (excl. social).

Intervention Level II: Expanded Risk score + Need score from 17 to 20, excluding Low/Low or Low/Medium on the risk reduction score and all sex offenders, or offenders with a maximum score in any need category (excl. social) who score below 17.

Intervention Level III: Expanded Risk score + Need score from 21-30.

Note that Low/Low is low risk reduction on both the community supervision and community treatment scores. Low/Medium is low on one scale and medium on the other scale.

### **Combined Scoring of the Expanded Risk Score and the Need score-before possible enhancement/reduction**

Low Benefit	6-16
Medium Benefit	17-20
High Benefit	21-30

### Variable Definitions

1. *Need Score.* The last Need Score in the Department's Offender Management System for the offender in the current cycle (INED)
2. *Risk Score.* The last Risk Score in the Department's Offender Management System for the offender in current cycle (IRSK)
3. *Supervision Status.* Parole, Probation or DFP, in that order for dual supervised offenders. The status is determined by the CTC field in Body Status (IBDY).  
Parole-BP, CR or IN  
Probation-MC, FC or IC  
Diversion/Drug Court/Deferred Prosecution DV.
4. *Substance Abuse.* The last SACA in the Department's Offender Management System in the current cycle. A SACA of 3-5 is substance abuse that requires treatment.
5. *Age.* Current age calculated at the time of the assessment preparation using the most recent date of birth (IDNT).
6. *Employment Need Score.* From the last Need report (INED)
7. *Revocations.* One or more revocation of supervision in the STATUS file (ISTA), including the current supervision (ISTA). Revocations include SIS probation to SES probation and Jail revocations. Parolees returned as Board Holdovers or Absconders are not counted as revoked until a status update code (50N) indicating a technical or law revocation. The Status code is a seven character code.

REVOCATION is a status code where the first three characters are 40I or 50N and the last four characters are

'1010' OR '1020' OR '1050' OR '1055' (Parole)  
'3010' OR '3020' OR '3050' OR '3055' (Conditional Release)  
'5010' OR '5020' OR '5050' OR '5055' (Escapee return)  
'6010' OR '6020' OR '6050' OR '6055' (Walkaway return)  
'8010' OR '8020' OR '8050' OR '8055' (Admin. / Good time release)

Or a

STATUS FROM '40I2000' TO '40I2450' (Prob. revocation and Prob. revocation return)  
OR STATUS FROM '40I4035' TO '40I4150' (Inmate return)  
OR STATUS FROM '95O2100' TO '95O2120' (Jail revocation-misdemeanor)

OR STATUS FROM '99O2100' TO '99O2120' (Jail revocation-misdemeanor)  
 OR STATUS EQ '95O1100' OR '55N1020' (SIS revocation to SIS)

8. *Prior Incarcerations.* Incarcerations include all incarcerations in the Department's Offender Management System and jail and other state prison incarcerations of 30 days or more in the Criminal History Behavior Summary (ICBS). Incarcerations can include multiple incarcerations for the same offense but exclude offenders released as Board Holdovers. Offenders transferred to a CRC and returned with a 40N1110 or 40N31110 or 40N8110 update status serve a new incarceration (ISTA). Releases from a mainline prison can be checked from Body Status (IBDY). Incarcerations are completed sub-cycle episodes with a SST of I (institutional) or S (interstate). Interstate incarcerations should be checked in ISTA to include only new out of state incarcerations (10L6000) or out of state probation revocations (40L2000). Do not double count interstate transfers (70IXXXX) if it is a continuous incarceration.
9. *Institutional Treatment.* The completion in Program Tracking (IPTS) of any 60 day, 120 day, 180 day or long term drug program in the current commitment cycle. Program types include TC, OP, LT and program names include SA6M and TRET. Successful completion includes exit types of DIS and ADS. Exclude TC programs in the CRCs.
10. *Offense Type.* The most serious active offense is the most serious sentence sequence in Body Status MSO (IBDY). The most serious sentence is the sentence with the lowest NCIC code. The offense type is the offense grouping used in the Salient Factor and in the SAR risk assessment. A mocode-offense type list is included in the appendix.  
*Dangerous felony, sex offender* Any offender with an active dangerous felony offense or sex offense or a current sex offender supervision override in INED.  
 Dangerous felonies include:  
 Forcible Rape, Forcible Sodomy, Robbery 1st, Murder 2nd, Kidnapping, Child Kidnapping, Arson 1st, Assault 1st, Attempted Forcible Rape with physical injury, Attempted Forcible Sodomy with physical injury, Assault of a Law Officer 1st, Domestic Assault 1<sup>st</sup>, Elder Abuse 1<sup>st</sup>, Statutory Rape when the victim was less than 12, Statutory Sodomy when the victim was less than 12, and Abuse of a Child if the offense results in the death of the child. The dangerous felony offenses are included in the Mocode/offense type list.  
  
 Sex offenses are the NCIC offenses of Sex Assault, Sex Offenses, Exploitation/ Enticement and selected offenses in Family Offenses. These are identified as sex offenses in the mocode/offense type list.
11. *Maximum Needs category score* is a maximum score in any one of the Need categories with the exception of the Social score.

ATTACHMENT 3 FAK931

FL-ISP440 KAT00#IS  
Date -  
File: **FAK931**

**File Field Description List**

Page -  
9/28/09

**Interface(home/mailling address)**

Library: **LBAKDATA** File type:**P**  
No. Fields: **24** Rec. Len.: **299**  
Unique: **N** SQL Constraints:**N**

Creation Date:**3/02/08**  
No. Recs.: **1**  
Journaled:**Y** Attr:**PF**

No. Keys: **0**

Out Pos IAK931	Field ID R	Key	S	Description Interface Home Address	TV	Size	JRF
1	G3\$DOC			DOC ID	S	8	0
9	G3\$MAD			Address Mode	A	1	
10	G3\$ADDV			Address Valid	A	1	
11	G3\$AOVR			Address Override	A	10	
21	G3\$AADS			Address Street	A	64	
85	G3\$AD2			Street Line 2	A	30	
115	G3\$ADC			Address City	A	30	
145	G3\$LRN			County	A	4	
149	G3\$STA			State	A	2	
151	G3\$ADZ			Address Zip Code	A	5	
156	G3\$AZ2			Address Zip Code Extension	A	4	
160	G3\$ADL			Addressee Last Name	A	18	
178	G3\$ADF			Addressee First Name	A	12	
190	G3\$AMI			Offender Middle Name	A	12	
202	G3\$ADR			Addressee Relationship	A	10	
212	G3\$AAC			Phone Area Code.....	A	3	
215	G3\$AP1			Phone Exchange.....	A	3	
218	G3\$AP2			Phone Last 4 Digits.....	A	4	
222	G3\$APC			Addressee Comments.....	A	30	
252	G3\$AQA			Addressee Phone2 Area Code	A	3	
255	G3\$AQ1			Addressee Phone2 Exchange	A	3	
258	G3\$AQ2			Addressee Phone2 Last 4 Digits	A	4	
262	G3\$AQC			Addressee Phone2 Comments	A	30	
292	G3\$BD			Home Address Begin Date	S	8	0



**ATTACHMENT 5 FAK938**

FL-ISP440 KAT00#IS **File Field Description List**

Page - 1

Date -9/28/09

File: **FAK938**

**Interface (sentences)**

Library: **LBAKDATA**

File type: **P** Creation Date: **3/20/06** No. Fields: **28**  
 Rec. Len.: **236** No. Recs.: **1** No. Keys: **0**  
 Unique: **N** SQL Constraints: **N** Journalled: **Y** Attr: **PF**

Out

Pos	Field ID	Key S	Description	TV	Size
	JRF				
IAK938	R		Interface		
1	G1\$DOC		DOC ID	S	8 0
9	G1\$SEO		Sentence Key Seq No	S	3 0
12	G1\$LEO		Sentence Seq No	S	3 0
15	G1\$CCI		CC/CS Ind	A	2
17	G1\$CRQ		CC/CS XRef	S	3 0
20	G1\$CRT		Cause No	A	20
40	G1\$CLT		Offense Type	A	1
41	G1\$CLA		Offense Class	A	1
42	G1\$POF		Special Ind	A	2
44	G1\$CRC		Court Circuit	S	3 0
47	G1\$CRD		Court Division	S	4 0
51	G1\$COD		Offense Description	A	74
125	G1\$CNS		Sentence County	A	4
129	G1\$AR		Sentence Arrest Date	S	8 0
137	G1\$PD		Sentence Maximum Release Date	S	8 0
145	G1\$JBF		Fine	S	8 0
153	G1\$JBR		Restitution. . . . .	S	9 0
162	G1\$JBV		Crime Victim Compensation. . . . .	S	8 0
170	G1\$JBC		Court Costs. . . . .	S	8 0
178	G1\$JBA		Attorneys Fee. . . . .	S	8 0
186	G1\$JBS		Community Service	S	4 0
190	G1\$JSF		Fine Current Balance	S	8 0
198	G1\$JSR		Restitution Current Balance. . . . .	S	9 0
207	G1\$JSV		Crime Victim Compensation CurBal. . . . .	S	8 0
215	G1\$JSC		Court Costs Current Balance. . . . .	S	8 0
223	G1\$JSA		Attorneys Fee Current Balance. . . . .	S	8 0
231	G1\$JSS		Community Service Hours Cur Bal	S	4 0
235	G1\$JST		Community Service Minutes CurBal	S	2 0

**ATTACHMENT 6 FAK939**

FL-ISP440 KAT00#IS **File Field Description List**

Page -1

Date - 9/28/09

File: **FAK939**

**Interface (employment)**

Library: **LBAKDATA**

File type: **P** Creation Date: **3/02/08**

No. Fields: **22**

Rec. Len.: **319** No. Recs.: **1**

No. Keys: **0**

Unique: **N** SQL Constraints: **N** Journalled: **Y** Attr: **PF**

Out

Pos	Field ID	Key S Description	TV	Size	
	JRF				
IAK939	R	Interface			
1	G2\$DOC	DOC ID	S	8	0
9	G2\$ADDV	Address is Valid	A	1	
10	G2\$AOVR	Address Override	A	10	
20	G2\$ACNM	Employment Company Name	A	64	
84	G2\$ADL	Addressee Last Name	A	18	
102	G2\$ADF	Addressee First Name	A	12	
114	G2\$AMI	Offender Middle Name	A	12	
126	G2\$EMA	Employer Aware	A	1	
127	G2\$AQA	Addressee Phone2 Area Code	A	3	
130	G2\$AQ1	Addressee Phone2 Exchange	A	3	
133	G2\$AQ2	Addressee Phone2 Last 4 Digits	A	4	
137	G2\$AQC	Addressee Phone2 Comments	A	30	
167	G2\$AADS	Address Street	A	64	
231	G2\$AD2	Street Line 2	A	30	
261	G2\$ADC	Address City	A	30	
291	G2\$LRN	County	A	4	
295	G2\$STA	State	A	2	
297	G2\$ADZ	Address Zip Code	A	5	
302	G2\$AZ2	Address Zip Code Extension	A	4	
306	G2\$ETC	Employment Type	A	3	
309	G2\$EST	Employment Status	A	3	
312	G2\$FW	Employment Begin Date	S	8	0

**ATTACHMENT 7**

**EMPLOYEE RELEASE OF INFORMATION FORM**

*(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)*

**DEPARTMENT OF CORRECTIONS**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

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

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

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

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Applicant's Social Security Number

ATTACHMENT 8

Vendor Information Data Form



STATE OF MISSOURI  
DEPARTMENT OF CORRECTIONS  
VENDOR INFORMATION DATA

Purchasing Section  
EO: POC 956  
Jefferson City, Missouri 64102  
Telephone: (573) 526-9268 Fax: (573) 526-9437

PURCHASE AGREEMENT NUMBER

ISSUER TYPE:  EIN  SSN  OTHER   YES  NO

TAXPAYER MINORITY STATUS See <http://www.mo.gov/purch/mbwvca.htm> for more information.  
 MHP  WBP  Not Applicable

MAILING ADDRESS  
 STREET ADDRESS  
 CITY STATE ZIP CODE COUNTRY  
 TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS FOR STATE SERVICES ONLY

PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)  
 BILL TO MAILING ADDRESS  
 MAILING ADDRESS  
 CITY STATE ZIP CODE COUNTRY  
 CONTACT PERSON TELEPHONE NUMBER FAX NUMBER

The Office of Administration mandates all vendors to use Automatic Deposit for payment. This form can be found on line at the following web address:  
[http://www.mo.gov/ocap/vendor\\_sch\\_bill.pdf](http://www.mo.gov/ocap/vendor_sch_bill.pdf)

CHIEF EXECUTIVE OFFICER  
 NAME  
 TELEPHONE NUMBER FAX NUMBER

CONTRACT INTERESTS (X THOSE THAT APPLY)

<input type="checkbox"/> Gaming Services	<input type="checkbox"/> Cable-TV-Satellite	<input type="checkbox"/> Canteen Assets (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Community (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygraph Exam Services	<input type="checkbox"/> Peer-to-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input type="checkbox"/> Other (Specify Below)	For Service Interests, specify the county(ies) you are willing to provide services or indicate statewide:	

0 N/A - ANYWAY

INSTRUCTIONS: IF J-AP-EX-001

NOTE: Updates to the MO DOC database will only occur with the receipt of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at <https://www.mocdn.com>

SIGNATURE DATE

MO 2010-04-21 11:23