

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, Missouri 65102

Bids Must be Received No Later Than:

2:00 p.m., June 27, 2011

For information pertaining to the IFB contact:

Donna J. Lynch-Hicks, CPPB, CCJP
Procurement Officer II
Telephone: (573) 526 – 6590
Donna.Hicks@doc.mo.gov

IFB 11708293

For
Legal Issues Training

Contract Period: 10/27/2011 – 10/26/2012

Date of Issue: May 16, 2011

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Procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive
Jefferson City, Missouri 65109

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

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

Company Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor #: _____

E-Mail Address: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain, Jr., Chairman, Board of Probation and Parole

Date _____

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

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

- 1.1.1 This document constitutes a request for competitive, sealed, bids from qualified individuals and organizations to provide legal issues training for the Division of Probation and Parole staff in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, ("Department").
- 1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB) has been divided into the following parts for the convenience of the bidder:
- Introduction and General Information
 - Contractual Requirements
 - Bid Submission Information
 - Pricing Page (s)
 - Exhibits
 - Terms and Conditions
- 1.1.3 It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
 - Preparation of Bids
 - Submission of Bids
 - Preferences
 - Evaluation and Award
- 1.1.4 Any bidder desiring to appeal a decision related directly to the award of a contract must do so within ten (10) working days from the date of formal contract award, evidenced by the Notice of Award. A specific format for submission of an appeal is not required. However, concerns must be submitted in a manner that clearly sets forth the issue(s), referencing applicable sections of the IFB together with an opinion of what a recommended remedy should include.

1.2 Pre-Bid Conference and Questions related to the IFB:

- 1.2.1 Questions relating to the IFB must be directed to the Purchasing Section via facsimile 573-522-8407 or via e-mail to Donna.Hicks@doc.mo.gov.
- a. Any questions must be submitted in writing to the Purchasing Section and should be received at least 10 days prior to the official bid closing date. Bidders are advised that any questions received less than ten calendar days prior to the IFB closing date may not be answered.
- b. Bidders are advised that when communicating with the Purchasing Section, it is the responsibility of the bidder to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile number and electronic mailing address. The Department shall not be responsible for any non-deliverable response to an individual inquiry, and is under no obligation to solicit the bidder regarding such information once submitted unless otherwise advised.
- 1.2.2 The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Prior to the due date for receipt of proposals, those questions which necessitate a change to the IFB will be addressed via an amendment to the IFB. Written records of the questions and answers will not be maintained.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-522-8407.
 - b. The bidder is advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
 - c. The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 1.2.3 Bidders may not contact any other employee of the Department concerning this procurement during the competitive bid and evaluation process. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

1.3 Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Requirements:

- 1.3.1 The Department strongly encourages MBE and WBE participation in the performance of the contract.

1.4 Background Information:

- 1.4.1 The Office of Administration has issued a delegation of authority to the Department that permits the Department to administer the development, issuance, evaluation and award of contracts for under \$24,999.00.
- 1.4.2 Probation and Parole is seeking training on legal issues to ensure Probation and Parole staff are aware of current legal decisions as they relate to the performance of their work and to establish basic training guidelines on legal issues.
- 1.4.3 The estimated expenditure for all costs associated with the requirements included herein is \$24,000.00.
- 1.4.4 IFB87080299 was awarded in 2008 for services as identified in this IFB to Dane C. Miller. A copy of the contract and any amendments can be requested from the Missouri Department of Corrections Purchasing Section by contacting Eileen Reeves at Eileen.Reeves@doc.mo.gov or by calling (573) 526-3268.
- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, the Missouri Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.

PART TWO SCOPE OF WORK

2.1 General Contractual Requirements

- 2.1.1 The contractor shall provide legal issues training to designated staff of the Division of Probation and Parole in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, (hereafter referred to as the "Department").
- 2.1.2 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the designated Probation and Parole staff and the Assistant Director of Division of Probation and Parole as the final judge of the quality of the contractor's performance under the contract.
- 2.1.3 The Department makes no guarantee as to the maximum or minimum number of Probation and Parole staff to be trained. However the Department does estimate that there will be approximately 200 Probation and Parole staff requiring legal issues training annually.
- 2.1.4 The contractor shall assign a representative to coordinate all contract activities and to serve as the liaison between the contractor and the Department on all contract matters.
- 2.1.5 Within thirty (30) calendar days of contract award, the contractor shall provide Department representatives the name, address, telephone number and e-mail of the contractor's contact person.
- 2.1.6 The contractor must begin providing all services within the startup time period specified in **EXHIBIT A, Pricing Page** of the bid, unless otherwise amended. In the event that the contractor is unable to begin providing services by the startup time period, the contractor may request an extension of time. The contractor must submit the extension request to the Department at least thirty (30) calendar days prior to the startup date, determined by examining the number of lapse days from the date of contract award. Approval or rejection of the request shall be at the sole discretion of the Department.
- 2.1.7 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, 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.
- 2.1.8 Disputes arising from conflicts with Departmental policy or other service provision shall be resolved through collaboration by the Assistant Director, Probation and Parole or designee, and the designated contact employed by the contractor.

2.2 Curriculum and Plan Development Requirements: The contractor's curriculum shall be based on current federal and Missouri law relative to the following topic areas, as they relate to Probation and Parole:

- Civil Liability
- Probation and Parole Eligibility and Rescission
- Conditions of Supervision
- Probation and Parole Revocation
- Employer and Employee Relations
- Report Writing and Testimony
- Missouri Case Law Review
- Supervisor/Line Staff Liability Issues

- 2.2.1 Within thirty (30) calendar days after the effective date of the contract, the contractor shall

schedule and meet, in Jefferson City, MO with the Department and other designees, as determined by the Department, to discuss:

- the curriculum development and training requirements in detail,
- the contractor's draft curriculum and training outline proposed by the contractor in the contractor's bid,
- changes as deemed necessary to accomplish and fulfill the needs of the Department, and
- any specific information and data necessary for the provision of services required.

2.2.2 As a result of the meeting held per the above, and by no later than thirty (30) calendar days following such meeting, the contractor shall prepare and submit the curriculum and training plan to the Department for review and approval.

2.2.3 The contractor's program plan shall include, but not be limited to:

- 1) The curriculum and outline for training sessions, and
- 2) An implementation schedule for all services that shall be performed by the contractor including, but not limited to, a detailed time line and other tasks and deliverables that will be provided, including the personnel who shall perform each task.

2.2.4 The contractor shall agree and understand that the Department shall have complete and total approval authority of the contractor's plan and shall have the express right to modify, delete, require changes, require updates and/or to require additional elaboration to the plan to accomplish the objectives and fulfill the needs of the Department. The Department will provide such changes to the contractor within twenty (20) business days of receipt.

2.2.5 The contractor shall make any changes requested by the Department or as changes to the law may require and submit the revised plan within a timeframe stipulated by the Department. Upon approval by the Department of the final plan including the final curriculum and training outline, the contractor shall perform in accordance with the approved plan.

2.2.6 The contractor shall obtain copyright and other permissions necessary for public use of protected training materials. Proof of copyright and other permissions must be presented to the Department if so requested. The contractor shall indemnify the Department and the State of Missouri for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any and all training materials.

2.2.7 The contractor shall attend one meeting of the Probation and Parole Training Advisory Committee to provide input on the ongoing incorporation and updating of legal issues in new Probation and Parole Officer Staff Training.

2.3 Training Sessions

2.3.1 The contractor shall provide the following training sessions to Probation and Parole staff.

- a. Training - The contractor shall provide a one (1) day enhanced training, equal to eight (8) hours.
- b. Training shall be delivered in an eight (8) hour session in the following geographical locations:
 - Springfield, Missouri,
 - Jefferson City, Missouri,
 - Kansas City, Missouri,
 - Cape Girardeau, and
 - St. Louis, Missouri.

2.3.2 The Department estimates, but in no way guarantees, that approximately 200 Probation and Parole staff will require training. Each training session will have a minimum of twenty (20) participants and no more than fifty (50) participants, unless otherwise mutually agreed to.

- 2.3.3 The contractor's training sessions shall include, but not be limited to the following:
- the ability to focus on specific staffing levels depending on who is in attendance (i.e. supervisors, line staff, etc.),
 - the allowance for question and answer periods in conjunction with each topic area,
 - presentation of topics in such a way to allow for maximum understanding and application in the workplace,
 - evaluation review, utilizing Department evaluation forms and to be submitted to Department representatives within five (5) working days following the training session, and
 - reference guides as to the most recent updated court decisions.
- 2.3.4 The training sessions should utilize lectures, discussions and written and hands-on exercises.
- 2.3.5 The contractor's training materials, manuals and curriculum must be neatly typed and clearly printed (camera ready) as well as be provided to the Department electronically in word format.
- 2.3.6 The contractor shall assist the regional training coordinators in assuring the documentation of attendance at all training sessions.
- 2.3.7 The contractor will provide copies of the training manuals and training materials to all workshop participants for use by the participant following training.
- 2.3.8 The Department will provide all other necessary supplies and equipment, including nametags, flipcharts, transparencies, charts, video/audio-tapes, markers, sign-in sheets and audio/visual equipment necessary in the provision of training.
- 2.3.9 The Department reserves the right to send a designee to any scheduled training session as an observer. The Department shall identify the designee prior to the training session.
- 2.3.10 The contractor's contact person shall work with the Department's regional training coordinators to schedule the training sessions. The Department's regional training coordinators will assist the contractor with facility rentals/reservations and other logistics. In the event a Department facility is not available for holding a training session, the Department will pay a facility directly for the facility rental and the associated facility costs for the training session.

2.4 Personnel Requirements

- 2.4.1 The contractor shall comply with the following personnel requirements:
- a. The contractor shall agree and understand that the Department's award of this contract is predicated, in part, on the utilization of the specific individual(s) and/or personnel qualifications as identified and/or described in the contractor's bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualification(s) may be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than that originally proposed, and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Department agrees that an approval of a substitution will not be reasonably withheld. In such instances, an amendment may be required.
 - b. If the Department is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the Department's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the Department, the contractor shall replace the staff member with appropriate part-time or overtime staff until a full-time replacement meeting the Department's approval can be employed.
 - c. The contractor shall be responsible for supervising its employees. Any concerns a Department employee has regarding contract employees, their job performance, or the

conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee through the District Probation and Parole Administrator or Assistant Director, Probation and Parole in order that proper communications can occur with the contractor.

- 2.4.2 The contractor's curriculum developer and trainer must possess a Master Degree or higher and have professional experience or expertise in the area of Probation and Parole legal issues demonstrated through delivering college undergraduate or graduate courses containing this topic. The contractor must have demonstrated expertise, through prior or current course(s) delivered or through academic and/or professional journal writings in both federal and Missouri state law and legal issues relative to Probation and Parole.

2.5 Affidavit of Work Authorization and Documentation

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 2.5.4 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 Department the documentation required in the **EXHIBIT E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT E, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization**.
- 2.5.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.6 Other Requirements

- 2.6.1 Audit Requirements – At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.
- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
 - b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
 1. The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 2. The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
 - c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor
- 2.6.2 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the Department, other state of Missouri agencies and the federal government to inspect these records with the approval of the Department.

2.7 Other Contractual Requirements

- 2.7.1 **Contract:** The contract between the Department and the contractor shall consist of (1) the Invitation for Bid (IFB), any amendments, attachments and/or exhibits thereto, and (2) the bid submitted by the contractor in response to the IFB and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Invitation for Bid shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the Department, is binding on the contractor without further clarification.
- 2.7.2 **Contract Period:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract, or any portion thereof for four (4) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

- 2.7.3 **Renewal Periods** – If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

The Department of Corrections does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request the renewal of the contract at a price less than the maximum price stated. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.

- 2.7.4 **Termination:** The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable 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.

Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver to FOB destination, all records, documentation, reports, data, recommendations, master, 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 thirty (30) days after receipt of the written request.
2. The contractor shall 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 ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
3. The contractor shall discontinue providing services, on the date specified by the Department, in order to insure the completion of such services prior to the expiration of the contract.

- 2.7.5 **Notice:** Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor's contact at the e-mail address on the signature page of the contract or to an e-mail address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address on the signature page of the contract, or at an address the contractor may have requested in writing.

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

- 2.7.7 **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 at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and

procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.

- b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).
- c. Upon receipt of the notice of the deficiency, 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.

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

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

2.7.9 Contractor Status: 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.

2.7.10 Conflict of Interest: In accordance with the Revised Statutes of the State of Missouri, 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 and 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

in the contract.

- b. It is agreed that no Department of Corrections employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any Department of Corrections employee may be involved in the performance of this contract, written approval shall be obtained from the Director of the Department.

- 2.7.11 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall 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 loss, damage, and/or expense related to his/her performance under the contract.
- 2.7.12 **Incidental Beneficiaries:** The contract is not intended to create any rights, liberties, interests, 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.
- 2.7.13 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.7.14 **Coordination:** 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 Missouri Department of Corrections, Purchasing Section throughout the effective period of the contract.
- 2.7.15 **Property of State:** 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 State of Missouri.
- 2.7.16 **Publicity** – 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.
- 2.7.17 **Force Majeure** – The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond

the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

- 2.7.18 **Legal and Accounting Services** – The Department shall furnish all legal and accounting services as may be necessary for the Department to satisfy its contractual responsibilities. The Department shall not assume, nor shall it be liable for, legal or accounting 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 services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.7.19 **Subcontractors:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor shall understand and agree that the use of subcontractors shall be in accordance with all requirements contained herein, including but not limited to, training and personnel requirements.

2.8 E-Verify

- 2.8.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2.8.2 As a condition for the award of any contract in excess of \$5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
- a. submitting a completed **EXHIBIT E**, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or
 - b. submitting a completed **EXHIBIT E**, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;
 - c. submitting a completed, original, notarized copy of **EXHIBIT G**, Affidavit of Work Authorization and;
 - d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;
 - e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or

f. submitting a completed **EXHIBIT E**, Box C providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

2.8.3 The bidder/contractor must submit **EXHIBIT E, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization** prior to an award of contract.

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

2.10 Invoice Requirements

2.10.1 Immediately upon award of the contract, the contractor shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, as the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the contractor may download a copy of the State Vendor ACH/EFT Application and complete instructions from the following website:

http://oa.mo.gov/acct/vendor_ach_eftd.pdf

b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. Invoices must reflect any discount for prompt payment as stated on the pricing page.

2.10.2 On or before the tenth day of each month, the contractor shall submit an itemized invoice to:

**Missouri Department of Corrections
Fiscal Management Unit
2729 Plaza Drive
Jefferson City, Missouri 64109**

Electronic invoices may be emailed to doc.payables@doc.mo.gov. Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this information may be delayed.

2.10.3 The contractor shall invoice for services provided at the contracted unit price stated on **EXHIBIT A, Pricing Page** in accordance with the following:

a. Curriculum Development:

- Within thirty (30) calendar days after the initial meeting with the Department and upon submission of the initial draft, the contractor shall submit an invoice for one-half (1/2) of the total firm, fixed price stated on the Pricing Page for curriculum development.
- Within thirty (30) calendar days after the Department approves the curriculum, the contractor shall submit an invoice for one-half (1/2) of the total firm, fixed price stated on the Pricing Page for curriculum development.

b. Training

- Within thirty (30) calendar days after conducting a training session, the contractor shall submit an invoice for the applicable total firm, fixed price per training session.

c. Follow-up Consultation Meeting

- Within thirty (30) days after the follow-up consultation, the contractor shall submit an invoice for the applicable total, firm, fixed price per follow-up consultation meeting.

2.10.4 Upon receipt and approval of the services provided, the Department will process the invoice, subject to the following:

- a. The contractor shall invoice for services provided at the contracted unit price as stated on **EXHIBIT A, Pricing Page**.
- b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the Contractor of such change.
- c. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
- d. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.
- e. Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.

**PART THREE
BID SUBMISSION INFORMATION**

3.1 Submission of Bids

- 3.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department of Corrections by the bid receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.
 - b. In addition to the original bid, the bid shall include four (4) copies of their bid for a total of five (5) bids.
 - c. The bidder should provide **one (1) electronic copy** of their entire bid, first to last page, which is identical to the original bid. The electronic copy should be one (1) document, submitted on a diskette(s), CD(s) or flash drive in PDF format and included with **THE ORIGINAL DOCUMENT**.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled and all material related to that category included therein.
 - b. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

3.2 Bidder Clarification:

- 3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the first page of this IFB.
- 3.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.
- 3.2.3 The bidder is advised that the only official position of the Department is that which is stated in writing and issued as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.3 Evaluation Process

- 3.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the bidder's bid and to develop a comprehensive assessment of the bid.
- 3.3.2 The Department reserves the right to consider all information submitted and the bidder's references, or any other source, in the evaluation process.
- 3.3.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with or cannot be found in the bidder's bid. Failure of the bidder to submit such information may cause an adverse impact on the subjective evaluation of the bidder's bid or may cause rejection of the bid.

3.4 Pricing

- 3.4.1 The bidder shall provide firm, fixed pricing for the initial contract period and each renewal option on **EXHIBIT A, Pricing Page**.
- 3.4.2 The bidder should complete the "Terms" section on **EXHIBIT A, Pricing Page**.
- 3.4.3 The bidder herein warrants that the prices offered for services do not exceed the bidder's current fees charged to the general public for equal or similar services available within the community. Failure to provide pricing shall render a bid as non-responsive.
- 3.4.4 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.
- 3.4.5 The bidder attests that the prices quoted in the bid are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

3.5 Bidder's Experience and Reliability

- 3.5.1 Experience and reliability of the bidder's organization is considered very important in the determination of responsiveness. Therefore, the bidder must submit **EXHIBIT B, Prior Experience of Bidder**, documenting its successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

3.6 Expertise of Bidder's Personnel

- 3.6.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB will be considered by the Department in the determination of responsiveness through a review of **EXHIBIT C, Personnel Expertise Summary**. Bidders may have individual approved providers working for the organization. In this instance, the bidder must submit information related to the experience, current licensure or certification, and the qualifications of the staff proposed.

3.7 Proposed Method of Performance

- 3.7.1 Bids must clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- 3.7.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version as an original idea.

- 3.8 Compliance with Terms and Conditions** - The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions that conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

3.9 Calculation of Points

- 3.9.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria will be made by using subjective judgment. The award of a

contract resulting from this Invitation for Bid will be based on the lowest and best bid received in accordance with the evaluation criteria stated below:

a. Experience and Reliability	15%
b. Expertise of Personnel	20%
c. Proposed Method of Performance	15%
d. Cost	50%

3.9.2 **Cost Evaluation** - For evaluation purposes only the assignment of objective cost points shall be based on the total of the firm fixed prices indicated on the pricing page for one (1) curriculum development, four (4) curriculum updates, one (1) training session and one (1) follow-up consultation meeting for the original and each renewal period utilizing the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 50 = \text{Cost score points}$$

3.9.3 The prompt payment discount terms will not be used in any cost calculations.

3.9.4 **Missouri Service-Disabled Veteran Business Preference** - Pursuant to section 34.074 RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit **EXHIBIT D, Missouri Service-Disabled Veteran Business Preference**, with the bid. If the bid does not include the completed **EXHIBIT D** and the documentation specified on **EXHIBIT D** in accordance with the instructions provided herein, no preference points will be applied.

3.9.5 **Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation** - If the bidder's bid is awarded, the percentage level of MBE/WBE participation committed to by the bidder on **EXHIBIT F, Participation Commitment**, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

- a. MBE/WBE participation can be met by a qualified MBE/WBE bidder themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the bid is submitted. (See below for a definition of a qualified MBE/WBE.)
- d. If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the bid.
 - Participation Commitment - If the bidder is proposing MBE/WBE participation, the bidder must complete **EXHIBIT F, 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 bidder submitting the bid is a qualified MBE and/or WBE, the bidder must include the bidder in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT G, Documentation of Participation 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 bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the percentage specified on the bidder's Participation Commitment Form, **EXHIBIT F**; 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.)

e. Definition -- Qualified MBE/WBE:

- In order to be considered a qualified MBE or WBE for purposes of this IFB, 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 bid.
- 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.
- 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.

f. Resources - A listing of several resources that are available to assist bidders 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>

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

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

- (1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- (2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the

organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

(3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- ✓ Participation Commitment - The bidder must complete **EXHIBIT H, 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT G, 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 bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, **EXHIBIT H**; 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).

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

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on **EXHIBIT H, Participation Commitment**, shall be interpreted as a contractual requirement.
- e. The Blind/Sheltered Workshop Preference required under section 34.136, RSMO, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference or if the event none of the bidders qualify for the preference, no further calculation is necessary.

3.10 Responsible and Reliability Determination – The bidder should complete **EXHIBIT B** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on **EXHIBIT B** verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.

- a. If references for current and/or previous contracts are not identified in the bid, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

3.11 Employee Bidding/Conflict of Interest

- 3.11.1 Bidders who are employees of the State of Missouri, a member of the General Assembly or a state wide elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a state wide elected official, the information on the **EXHIBIT A, Pricing Page** related to Employee Bidding/Conflict of Interest must be completed.

- 3.12 **Vendor Information** – The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data for with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/contracts.php> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or e-mailed to DOC.VendorInfo@doc.mo.gov.

3.13 Contract Award

- 3.13.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder or any subcontractor's proposed to provide the services within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, and/or (3) failure of the bidder to provide a reference(s).
- 3.13.2 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 3.13.3 The Department will not award multiple contracts. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs, and the availability of the Department funds.

EXHIBIT A
SUBMISSION IS MANDATORY
IFB 11708293
PRICING PAGE

The bidder must provide a firm fixed price in the table below for the original contract period and maximum prices for each potential renewal period for providing all services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices.

<i>SERVICE DESCRIPTION</i>	<i>FIRM, FIXED PRICE</i>
Curriculum Development	\$ _____

<i>SERVICE DESCRIPTION</i>	<i>FIRM, FIXED PRICE</i>
Curriculum Updates/Changes	\$ _____ per update/change

<i>SERVICE DESCRIPTION</i>	<i>FIRM, FIXED PRICE</i>	<i>First Renewal</i>	<i>Second Renewal</i>	<i>Third Renewal</i>	<i>Fourth Renewal</i>
Training (per one (1) day session) inclusive of all travel and related expenses.	\$ _____ per 1 day session				

<i>SERVICE DESCRIPTION</i>	<i>FIRM, FIXED PRICE</i>	<i>First Renewal</i>	<i>Second Renewal</i>	<i>Third Renewal</i>	<i>Fourth Renewal</i>
Follow Up Consultation	\$ _____ per consultation	\$ _____ per consultation	\$ _____ per consultation	\$ _____ per consultation	\$ _____ per consultation

The bidder must state the number of days required before the services described herein could be provided:

_____ days after effective date of contract award.

Terms:

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

_____ % if paid within _____ days of receipt of invoice.

Employee Bidding/Conflict of Interest - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder'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 bidder's organization:		_____ %

In accordance with Executive Order 04-09, the bidder is required to provide certification of the location where the contracted services are to be performed and whether the vendor contemplates any of the work necessary to provide the contracted services being performed offshore.

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___ Yes ___ No

If answer to above is "yes," describe work and indicate location: (attach extra page if necessary)

Indicate if the bidder is a For Profit or Nonprofit Entity:

_____ For Profit _____ Nonprofit

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

Company Name _____

Printed Name _____ Email Address: _____

Authorized Signature _____ Date _____

EXHIBIT B
SUBMISSION IS MANDATORY
PRIOR EXPERIENCE OF BIDDER

The bidder shall copy and complete this form for each reference being submitted as demonstration of the bidder’s prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

 Signature of Bidder

 Date of Signature

EXHIBIT C
SUBMISSION IS MANDATORY

PERSONNEL EXPERTISE SUMMARY
(Also Attach Resumes for Management Staff)

Personnel	Background and Expertise of Management Staff
------------------	---

1. _____
(Name)

(Title)

2. _____
(Name)

(Title)

3. _____
(Name)

(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

6. _____
(Name)

(Title)

Bidder's Signature

Date

EXHIBIT D
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative’s Name
(Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT E, 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 bidder/contractor must perform/provide the following. The bidder/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; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/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 E, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

Signature of Notary

Date

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

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 _____

(If known)

- * 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
 - Division of Purchasing & Materials Management

EXHIBIT F
PARTICIPATION COMMITMENT

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

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

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

EXHIBIT G

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder 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 bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder'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 bidder 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)

Certification Expiration Date: _____

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT H
PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. 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 bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies and/or services as described in the document. The definition includes these Terms and Conditions as well as all 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. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- 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 procurement operations of DOC.
- 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 Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department office may be modified by signed, written notice which has been received by the Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department office may only be withdrawn by a signed, written notice or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

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

7. PREFERENCES

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

8. EVALUATION/AWARD

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

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Department based upon factors such as item similarity, location, administrative efficiency or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by Department.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the 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 Department 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 Department.
- d. Payment for all equipment, supplies and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the 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 Department reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

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 Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

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 Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the 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 bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Department 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 Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that 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.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/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 bidder/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 Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

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

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, bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid 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 06-20-08