

INVITATION FOR BID



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

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

Amendment 1 IFB OF 15708018

Loadable Debit Cards for Released Offenders
FOR
Department of Corrections
Division of Human Services

Contract Period:
Date of Award through One Year
Date of Issue: August 28, 2014
Page 1 of 47

Bids Must Be Received No Later Than:

Revised by Amendment 1
2:00 p.m., Thursday, September 11, 2014

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

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

Company Name: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Federal EIN #: _____ State Vendor #: _____
Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Cari Collins, Director, Division of Human Services

Date

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

Amendment 1 makes the following changes to IFB OF15708018.

Extends the bid due date until 2:00PM, September 11, 2014

Revises section 5.2.4.

Bidders who have already submitted a bid:

If Amendment 1 does not change a bidders bid response, only the signed Amendment 1 cover page needs resubmitted.

INVITATION FOR BID



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

**Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov**

IFB OF15708018

Loadable Debit Cards for Released Offenders

FOR

**Department of Corrections
Division of Human Services**

**Contract Period:
Date of Award through One Year**

**Date of Issue: July 24, 2014
Page 1 of 45**

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, August 28, 2014

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

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

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor #: _____

Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Cari Collins, Director, Division of Human Services

Date

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bids from financial institutions and other service providers to establish a contract to provide loadable debit cards for released offenders for twenty-one (21) correctional institutions of the Missouri Department of Corrections (hereinafter referred to as "Department"), in accordance with the requirements and provisions stated herein.
- 1.1.2 This is a rebid of IFB OF14708250. No award was made in response to IFB OF14708250. Some requirements of the IFB as well as some of the terms and conditions have changed. Bidders are advised to review the entire IFB carefully.
- 1.1.3 Bidders are reminded that this solicitation is an Invitation for Bid (IFB) not a Request for Proposal (RFP). Award will be made to the lowest responsible bidder meeting all mandatory specifications. Bidders are cautioned that taking exception to any requirement, specification, or terms and conditions of this IFB may cause a bidder's bid to be rejected.

1.2 IFB Questions:

- 1.2.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory and/or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.
- 1.2.2 All questions and issues should be submitted ten (10) calendar days prior to the due date of the IFB. If not received prior to 10 business days before the IFB due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB must be directed to the Buyer of Record, Gary Stoll. It is preferred that questions be e-mailed to the Buyer of Record at Gary.stoll@doc.mo.gov.
- 1.2.3 The Department will attempt to ensure that a bidder receives an adequate and prompt response, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further revision or clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

1.3 Bidder's Contacts:

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

1.4 Organization:

1.4.1 This document, referred to as an Invitation for Bid (IFB), is divided in to the following parts:

Section 1. - Introduction and General Information	Exhibits A-G
Section 2. - Contractual Requirements	Terms and Conditions
Section 3. - Performance Requirements	Attachment 1
Section 4. - Bidder's Instructions	Attachment 2
Section 5. - Evaluation and Award	

1.5 General Information:

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

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

1.5.2 **Funds** - Expenditures from general revenue funds are not included in this contract.

1.5.3 This contract is being established to replace contract OF97080185.

1.6 Background Information:

1.6.1 The Department's primary mission is to supervise and provide rehabilitative services to adult offenders in correctional institutions and Missouri communities to enhance public safety.

1.6.2 The Department operates multiple facilities (**ATTACHMENT 2**) located throughout the state that house approximately 31,465 adult offenders and release an estimated 1,500 offenders each month.

1.6.3 The Department currently operates a centralized offender trust accounting system and maintains subsidiary accounts for all offenders.

- a. The Offender Financial Services office (hereinafter referred to as OFS) operates at the Department's central office complex located in Jefferson City, MO.

1.6.4 Approximately one week prior to an offender's release, the Department will load a debit card for the disbursement of personal funds and transportation costs. Prior to an offender's release date, the amount loaded may need to be increased or decreased if transportation costs change. If the offender is due payroll, the Department may make an additional load up to one month after the offender's release. If the offender's release is cancelled after the card is loaded, the funds are removed and the debit card is destroyed.

1.6.5 The Department currently owns and uses at each institution MagTek Mini Swipe Card Readers with USB Keyboard Emulation, part number 21040108. The Department initiates a release by swiping the card, and the card information is loaded into the Department's financial system. This becomes part of the file that is sent to the contractor daily in order to load the cards.

- 1.6.6 Services provided herein are currently being provided by JPay, Incorporated located in Miami, Florida. The Department's release debit card program has increased over the past two processing years:

Processing Year	Release Debit Cards Issued	Average Dollar Amount Loaded
2012	17,360	\$75.00
2013	18,194	\$81.00

- 1.6.7 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant nor represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.

1.7 Awarded Bid & Contract Document Search:

- 1.7.1 The current contract (OF97080185) may be viewed and printed from the Department of Corrections' website and is located on the Internet at:
<http://doc.mo.gov/Documents/Contracts/Professional/Awarded/OF97080185.pdf>.

1.8 Terminology/Definitions:

- 1.8.1 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. **Secure File Transfer Protocol (SFTP)** shall mean the way that information is securely exchanged electronically between the contractor and the Department.
 - 1) The Department does not allow vendors to FTP items directly to the Department. The information is placed on server at a designated IP address by the contractor and the Department retrieves it.
 - b. **Integrated Website** shall mean a website owned by the contractor where all services are accessible through the same access portal.
 - c. **Daily** shall mean Monday through Friday, excluding state holidays. A list of official state holidays may be found on the State of Missouri website at <http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto; (2) the contractor's bid; (3) clarification of the bid, if any; and (4) the Department's acceptance of the bid by "notice of award". All exhibits and attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. The Department does not negotiate contracts before or after award.

- d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page one of the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional twelve (12) month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

2.3 Renewal Periods:

- 2.3.1 If the Department exercises its option for renewal, and if renewal prices are not provided, then the price during the renewal period shall be the same as during the original contract period.
 - a. The Department does not automatically exercise its option for renewal based upon the renewal price provided and reserves the right to offer or to request renewal of the contract at a price less than the price stated.

2.4 Contract Prices:

- 2.4.1 All prices shall be firm and fixed as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.2 All fees shall be included in the firm fixed price per debit card. The contractor shall not charge any other additional costs, including but not limited to taxes, interest, penalties, convenience fees, administration fees, etc.

2.5 Invoicing and Payment Terms:

- 2.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the item(s). Payment terms should be Net 30 unless otherwise stated in the IFB.
- 2.5.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.5.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.
 - a. If the Department issues a purchase order, an itemized invoice shall be emailed to OFS (email address given upon award) **and** mailed to:

Attn: Offender Financial Services – Accounts Payable
Missouri Department of Corrections
PO Box 1609
Jefferson City, MO 65102

2.5.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

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

2.5.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

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

2.6 Point of Contact:

2.6.1 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

2.6.2 The contractor shall identify a contact person/account manager who shall be responsible for coordinating all aspects of the contract with the Department. This contact person/account manager shall:

- a. be available to the Department during normal business hours; and
- b. act as liaison between the Department and the contractor to resolve issues related to contracted services.

2.7 Subcontractors:

2.7.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld. The contractor must maintain direct oversight and coordination of all subcontracted activities. The Department will only work directly with the contractor on issues involving any subcontractor.

2.8 Contractor Liability:

2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation or payment arising out of such negligent act or omission. 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.

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

2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9 Coordination:

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

2.10 Contractor's Personnel:

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

2.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

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

2.11 Property of the Department:

2.11.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the Department.

2.12 Confidentiality and Security Documents:

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

2.13 Actions, Suits, or Proceedings:

2.13.1 The contractor must notify the Department immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on the contractor's ability to fulfill the obligations under the contract.

2.14 Prohibition of Electronic Interference:

2.14.1 The contractor agrees that in the event of any dispute with the Department regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the operation of, or Department access to, the integrated website. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the Department. No contractual limitation of liability contained herein shall apply to a breach of this paragraph. Furthermore, contractor hereby expressly waives the ability to assert as a defense any applicable statute of limitations in any action brought by the Department or its assignee following a breach of this paragraph.

2.15 Passwords:

2.15.1 The Department acknowledges that the contractor may require passwords in order to access and/or use the proposed Internet web site(s). The contractor shall not withhold, cancel and/or deny access to any authorized Department personnel.

2.16 Estimated Quantity:

2.16.1 The Department makes no guarantee as to the minimum or maximum number of debit cards that may be required.

2.17 Business Compliance:

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

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

2.18 Transition:

2.18.1 Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

2.18.2 Six months prior to expiration of the contract, or upon notice of termination or cancellation of the contract, the contractor shall provide to the Department a plan for ensuring an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department. If requested by the Department, the contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.

- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- c. If requested in writing via a formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements, and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.19 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

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

2.20 Legal and Accounting Services:

- 2.20.1 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.

3. FUNCTIONAL, PERFORMANCE, AND TECHNICAL REQUIREMENTS

3.1 General Operational Requirements:

- 3.1.1 The contractor shall provide a release debit card program in accordance with the provisions and requirements stated herein. Any debit card program not conforming to the requirements stated herein shall not be accepted.

- 3.1.2 The software application provided by the contractor to satisfy the requirements identified herein shall be accessed, viewed, and managed from one (1) integrated website provided by the contractor. The application shall be user-friendly and secure for the secure paperless exchange of business information using electronic data interchange (EDI), e-mail, and electronic funds transfer (EFT).
- a. The software application must operate using the following browsers:
- Internet Explorer 8 or newer;
 - Firefox 3.0 or newer; and
 - Safari 5.0 or newer
- 3.1.3 The contractor's release debit card program shall use the current Department owned MagTek card swipe devices.
- 3.1.4 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department as the final judge of the quality of the contractor's performance under the contract, and that any dispute arising from conflicts between the Department's policies and procedures and the contractor's operation shall be resolved by the Offender Finance Officer.
- 3.1.5 The contractor shall begin providing services within thirty (30) days of notice of award.
- 3.1.6 Unless otherwise specified, the contractor shall assume all costs for providing services, including but not limited to labor, supervision, materials and equipment necessary for performing the requirements of this contract and further agrees to insert the foregoing provision in all subcontracts awarded.
- 3.2 Release Debit Card Program:**
- 3.2.1 The debit card shall be Visa or MasterCard branded.
- 3.2.2 The Department reserves the right to approve the name, design, content, and graphics of the debit card used by the contractor.
- a. The contractor should initially provide three (3) designs for review. The Department shall choose one (1) design from those submitted by the contractor.
- b. The contractor shall understand and agree that during the course of the contract, the Department may request changes to the physical attributes of the debit card in order to meet changes occurring in offender releases. Any change to the physical attributes will be completed by a written amendment to the contract.
- 3.2.3 At minimum, debit cards shall have a minimum load of \$5.00 and a maximum load of \$2,500.00. The maximum balance released offenders may have shall be \$2,500.00.
- 3.2.4 Debit card accounts will be established at the direction of the Department through electronic files transmitted via Secure File Transfer Protocol (SFTP) to the contractor (ATTACHMENT 1). Initial setup of this file and file structure shall be coordinated through the OFS financial system maintenance provider, Huber and Associates Inc, 1400 Edgewood Drive, Jefferson City MO. Any and all costs associated with the setup or revision of this file shall be the responsibility of the contractor. The Department may require the use of the secure FTP site administered by the State of Missouri.
- 3.2.5 The Department will make funds available through the OFS contracted bank on a daily basis to cover the issuance of all debit cards. The funds can be retrieved via EFT from the Debit Card Release Account Fund.
- 3.2.6 The contractor shall provide the Department with the ability to load, cancel, or change the amount of a debit card at any time during business hours prior to and following the issuance of the debit card via

the contractor's integrated website, or by telephone via a toll-free number, or by email if the contractor's website is out of service.

3.2.7 The contractor shall not charge the Department any additional fees above and beyond the original purchase of the debit card.

3.2.8 No waiver, levy or encumbrance of levies may be placed upon the debit card except as authorized under State or Federal law.

3.3 Distribution of the Debit Card:

3.3.1 The contractor shall provide card stock to the Department that will allow the Department to issue debit cards to released offenders.

a. If requested, the contractor shall provide an initial card stock supply of up to 5,000 debit cards within thirty (30) days of notice of award.

b. The Department's OFS office shall have the ability to order any amount of debit cards needed with no minimum limits imposed.

3.3.2 The contractor shall only accept orders from the Department's OFS office.

a. Debit cards shall be shipped directly to the designated institution(s) (**ATTACHMENT 2**) as directed by the OFS office.

b. Debit cards must be shipped within two (2) weeks of placing the order.

c. The contractor shall not ship any cards without receiving an authorized order from the Department's OFS office. If the contractor has a monitoring program with established re-order points, this program may be used to generate a reminder to the Department's OFS office but shall not trigger an automatic shipment.

3.3.3 Activated debit cards shall be valid for a minimum of one (1) year so long as a balance remains in the account.

3.3.4 The contractor is responsible for the preparation and distribution of any and all instruction materials sent to the released offender. The Department shall review and approve any and all accompanying materials prior to distribution of the debit cards. No advertisements or marketing materials may accompany the debit card unless approved by the Department.

3.3.5 The contractor should provide the Department and the released offender with a map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the State of Missouri.

3.3.6 The contractor shall notify the released offender of all policies and procedures related to the use of the debit card at the time the debit card is issued to the released offender.

3.3.7 The contractor must comply with Federal Regulation E, including those provisions of the regulation that apply specifically to government programs compliance, and all other federal and NACHA rules and regulations.

3.3.8 Accounts established shall be FDIC insured. No FDIC fees or assessments shall be passed on to the Department or the released offender.

3.4 Use of the Debit Card:

- 3.4.1 The card shall operate as a debit card. The card shall not offer a line of credit.
- 3.4.2 The debit cards may be initially issued as non-reloadable; however, upon request of the released offender, the contractor's services shall have the ability to convert the debit card to a personal re-loadable debit card.
- a. The contractor shall include in the information provided with each card, clear instructions on how to convert a Department issued debit card to a personal re-loadable debit card.
- 3.4.3 The contractor shall require security authentication before a released offender can access account information. Such authentication must be acceptable to the Department.
- 3.4.4 The contractor shall provide access to funds immediately upon debit card activation.
- 3.4.5 The contractor shall provide the Department with on-line access of debit card and released offender information to determine real-time whether cards have been activated.
- 3.4.6 The debit card must be fully compliant with all federal laws and regulations and meet all industry standards including, but not limited to, ANSI X4.13, "American National Standard for Financial Services - Financial Transaction Cards" and ANSI X4.16, "American National Standard for Financial Services - Financial Transaction Cards - Magnetic Stripe Encoding", for use in ATM and POS terminals so that released offenders can have broad access to their funds.
- 3.4.7 The contractor shall offer ATM access and shall identify the locations of ATMs where services are available and how released offenders may locate an ATM or branch location via a toll-free customer service telephone number and/or a website.
- 3.4.8 The Department shall not be liable for any transaction that exceeds available funds. The Department shall not be liable for overdrafts or any other costs or liabilities incurred by the contractor due to the actions of the released offenders.
- 3.4.9 The contractor shall ensure that released offenders are provided with any and all protections available to them resulting from fraud and stolen or lost cards. When a released offender's debit card has been designated as lost or stolen, the contractor must ensure that the funds are not available from the lost or stolen debit card.

3.5 Released Offender Costs and Fees:

- 3.5.1 The contractor shall provide its list of fees as **EXHIBIT G, Contractor's Notice of Fees**. The contractor may not charge any cost or fees to released offenders which are not included in **EXHIBIT G, Contractor's Notice of Fees**. In addition, the contractor shall provide the released offender with this notice at the time the debit card is issued to the released offender.
- a. The Contractor's Notice of Fees shall be structured in a manner to easily distinguish between the fees charged on the Department issued non-reloadable card from the fees charged on a card converted to a personal reloadable card.
- b. All fees shall remain the same throughout the contract period and each renewal period.
- 3.5.2 At minimum, the contractor shall provide the cardholder an initial five (5) free cash withdrawal or Point of Sale (POS) transactions on the non-reloadable debit card. The free transactions shall be any combination of POS signature or POS PIN purchases; cash withdrawals at any bank or credit union that

displays the MasterCard or Visa logo (as indicated by the contractor's card program); or ATM cash withdrawals or balance inquiries.

- a. An ATM denial shall not be counted as one of the five (5) initial free transactions. The contractor shall not charge an ATM denial fee for an incorrect PIN number. The contractor may charge an ATM denial fee for an attempted overdraft.
- b. The contractor shall not be responsible for any fees imposed by the transacting bank or credit union.

3.5.3 At minimum, the contractor shall allow one (1) free setup of a personal identification number (PIN) via the Internet or IVR services twenty-four (24) hours a day, seven days a week.

3.5.4 The contractor shall not charge weekly or monthly fees.

3.5.5 The contractor may not assess an account maintenance fee on the underlying card account. However, an inactivity fee of a minimal amount may be charged on an activated account so long as this fee is included in **EXHIBIT G, Contractor's Notice of Fees**.

- a. The inactivity fee shall not cause a negative balance on the account.

3.5.6 If the cardholder converts his/her card to a personal reloadable card, the fee restrictions stated in this section are waived. Any remaining free transactions expire and the contractor may charge the fees stated on **Exhibit G, Contractor's Notice of Fees** pertaining to personal reloadable cards.

3.6 Debit Card Reports:

3.6.1 The contractor shall provide the Department with an online daily report of account numbers of debit cards activated and related data for rejected files. There should be separate sections for account numbers, and rejected files and each section must clearly indicate the reason for any rejections.

3.6.2 The contractor shall provide an online detailed monthly report to the Department for the preceding month's activities, including the total number of debit cards activated, the number of debit cards converted to personal reloadable cards, and the daily count and amounts of deposits made to released offender accounts by the Department.

3.6.3 The contractor shall provide online summary data reports to assist the Department in monitoring the debit card program. Such summary data shall include, card usage statistics, card account balances (reported in dollar ranges), inactivity data, and other items as requested.

3.6.4 On a monthly basis, the contractor shall provide a reconciliation process and online reporting that includes confirmation of the amounts loaded to card accounts, provide details on any reject items, confirmation of any transactions canceled by the Department, and confirmation of other amounts returned to the Department under the terms of this contract.

3.6.5 The contractor shall provide hard copy reports at the request of the Department.

3.7 Customer Service:

3.7.1 The contractor shall provide customer service to all released offenders, regardless of the released offender's location, including web portal and access to an Interactive Voice Response (IVR) available via a toll-free telephone number for balance inquiry and other account information.

3.7.2 The contractor shall provide a customer support package that complies with the Americans with Disabilities Act.

- 3.7.3 The contractor shall provide the Department with a toll-free, direct telephone line that the Department's staff may use to transfer a released offender from the Department's line to the contractor's customer service center.
- 3.7.4 The contractor shall transfer released offender questions or complaints under the Department's jurisdiction from the contractor's customer call center to the Department's OFS office in a seamless, customer-oriented fashion.
- 3.7.5 The contractor shall convey event specific messages (e.g. bank holidays, service changes, or weather emergencies) that have an impact on customer access to the contractor's system(s); the contractor's ability to provide uninterrupted service through the contractor's secure website, IVR system, and CSRs; or any service outages that impact card usage at the point of sale, at ATMs, or at other methods of access. The contractor shall notify the Department within two hours of the occurrence of any of these events.
- 3.7.6 The contractor shall monitor all forms of contact to ensure quality customer service. All customer complaints must be addressed immediately, and at the latest, within twenty-four (24) hours.
- 3.7.7 The contractor shall handle each type of contact from released offenders, including call escalation procedures, issue resolution, call closures, and provide information and reports to the Department to enable the Department to monitor these customer service activities.
- 3.7.8 The contractor shall support a surge in contact volumes due to increased released offender activity.
- 3.7.9 The contractor shall ensure that no call is transferred to voice mail or automatically disconnected from the queue.
- 3.7.10 The contractor shall provide a secure website for released offenders to view and print account balances and the financial transactions detail posted to the account.
- 3.7.11 The contractor shall communicate any errors and/or changes in policy or procedures to the Department and released offenders. No changes in policy can violate the terms and conditions of this IFB or resulting contract.
- 3.7.12 The contractor shall reimburse released offenders for bank-related expenses/fees for failure to deposit funds to a released offender's account as directed by the Department.

3.8 Data Management and Security:

- 3.8.1 The contractor shall provide a procedure for using an industry standard electronically secure data connection that allows the Department to transmit account information on a daily basis. The contractor shall develop an interface and be able to accept the Department's electronic files via FTP (File Transfer Protocol). The contractor must obtain approval from the Department for all file formats. All electronic files contain sensitive information and must be encrypted as directed by the Department and the Information Technology Division Applications Manager.
- 3.8.2 Data files shall be submitted to the contractor on a daily basis at 3:00 p.m. CST. Data shall include the card number, released offender name, amount loaded to card, and released offender date of birth. The contractor shall complete loading of the debit cards by 9:30 a.m. CST the following day.
- 3.8.3 The contractor shall provide electronically to the Department in file format(s) as specified by the Department the following media:
- a. debit card number and released offender's first and last name and amount loaded to the card; and

- b. debit card numbers and released offender's first and last name of any debit card that failed to load after the transfer of data from the Department.
- 3.8.4 The contractor shall provide a secure web presence, and upon award, the Department will provide a list of authorized Department staff to be granted access to the system. The system shall have a secure sign-in process.
- 3.8.5 All reports, systems, on-line features, procedures, etc., provided by the contractor as required herein shall be subject to final approval by the Department's Offender Financial Officer or designee. The contractor shall incorporate all changes requested by the Offender Financial Officer or designee at no additional charge if the changes are required to meet the contract specifications.
- 3.8.6 The contractor shall be responsible for safeguarding all stored data; particularly files that contain released offender information, so as to be compliant with all state and federal laws and regulations, and individual card brand requirements. The contractor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with its policies, standards and guidelines.
- 3.8.7 The contractor must provide written notice to the Department's Offender Finance Officer as soon as possible, and no later than one (1) business day, following the reasonable belief of any unauthorized access or breach of confidential information provided to the contractor under the contract. The contractor's written notice shall include, at minimum:
- a. the nature of the unauthorized use or disclosure; and
 - b. the specific confidential information involved;
- The contractor must similarly provide the following additional information as it becomes available:
- c. who gained unauthorized access to the confidential information;
 - d. what steps the contractor has taken or will take to mitigate any negative effect of the unauthorized use or disclosure; and
 - e. what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 3.8.8 The contractor must comply with Section 407.1500 RSMo, and/or any other applicable state or federal law, regarding providing notice to consumers of a breach of personal information. Any notifications provided under this section, or otherwise, must be made in consultation with the Department's Offender Finance Officer. All costs associated with a security breach as a result of the contractor's failure to comply with the terms of this contract, including any notification, will be the full responsibility of the contractor. Any costs incurred by the Department directly resulting from a breach of security on the part of the contractor under the contract must be reimbursed by the contractor. The contractor will indemnify and hold the Department harmless from any and all claims, damages, and liability arising as a result of a security breach due to the contractor's failure to comply with the terms of this contract, including the contractor's failure to comply with Section 407.1500 RSMo and/or any other applicable state or federal law regarding providing notice to consumers of a breach of personal information.

3.9 Additional Service Requirements:

- 3.9.1 At the request of the Department, the contractor shall meet with representatives during the implementation of the contract. These meetings will occur in Jefferson City, Missouri or via telecommunication.

- a. The contractor shall provide toll-free telecommunication access to the Department. Such access may be in the form of a dedicated telephone line or in-bound toll-free number.
- 3.9.2 The contractor shall meet with the Department on as needed basis after the contractor has fully implemented services. Meetings will generally be conducted via telecommunication.
- 3.9.3 At the request of the Department, the contractor shall attend meetings in Jefferson City, Missouri. Expenses incurred by the contractor or the contractor's personnel to attend such meetings shall be the responsibility of the contractor.
- 3.9.4 The contractor shall monitor the quality of service provided to the Department and recipients of debit cards issued under this contract and shall promptly correct any deficiencies noted by the Department or the contractor's staff with relation to the services provided.
- 3.9.5 The contractor shall maintain complete confidentiality of all data and all records relating to services performed under the contract. No data, list, report, or other materials received or generated under the contract may be disclosed or transferred by the contractor to any other person or entity. Specifically, the contractor affirms that it shall abide by all applicable state and federal laws, rules and regulations regarding the confidentiality of such information, including, but not limited to 26 USC 7213 and Section 32.057 RSMo. The contractor shall take any and all steps necessary, in the discretion of the Department, to ensure that its employees, subcontractors, and/or any other persons under the contractor's control with access to such information: (1) are aware of and abide by such laws, rules and regulations regarding the confidentiality of such information, and (2) are aware of the potential for criminal prosecution for failing to abide by such laws, rules and regulations.

3.10 Transfer of Funds to the Department:

- 3.10.1 The contractor shall promptly transfer to the Department via EFT through the OFS contracted bank any funds removed from card accounts at the instruction of the Department.

3.11 Substitution of Product:

- 3.11.1 Following award of the contract, no substitution of the awarded debit card will be permitted.

3.12 Replacement of Damaged/Defective Product:

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

4. BIDDERS INSTRUCTIONS

4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding the competitive bid process or specifications, requirements, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document.
 - a. Bidders are advised that when communicating with the Department, 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.

4.1.2 Prior to the due date for receipt of bids, 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.

4.1.3 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.

4.2 Proposed Method of Performance:

4.2.1 Bid responses 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 actions.

4.3 Bid Detail Requirements and Deviations:

4.3.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product/services being offered and any deviations from both the mandatory and desirable specifications stated in the IFB and/or on **EXHIBIT A, Pricing Page** in **EXHIBIT C, Functional and Technical Capabilities and Method of Performance**. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition.

4.4 EXHIBIT A, Pricing Page:

4.4.1 The bidder must submit a **firm fixed price**, per debit card, for the initial contract period and each renewal option on **EXHIBIT A, Pricing Page**. Price shall include all fees and charges to the Department. Price shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. The Department shall not make additional payments or pay add-on charges for postage or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB. The Department does not pay state sales tax.

4.4.2 The bidder attests that the prices quoted in the bid are fair and are not tainted by collusion, conspiracy, convenience, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

4.4.3 Failure to provide pricing shall render a bid as non-responsive.

4.4.4 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.5 Preferences:

4.5.1 **American Made:** In accordance with the Domestic Product Act (hereinafter referred to as the Buy American Act), sections 34-350 through 34.359 RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

a. Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American Act mandate in section 34.353 RSMo are met.

- c. If the bidder claims there is only one line item of the good manufactured or produced in the United States, section 34.353 (2) RSMo, or that one of the exceptions of section 34-353 (3) RSMo applies, the Executive Head of the state agency bears the burden of certification as required prior to the award of the contract.
- d. In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353 RSMo. Therefore, the bidder should complete and return **EXHIBIT E**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- e. If the lowest priced bidder's products qualify as American-made, or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary.

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

- a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.6 **Employee Bidding/Conflict of Interest:**

4.6.1 Bidders who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT D**, Miscellaneous Information.

4.7 **Submission of Bids:**

4.7.1 **Bid Organization:** In order to provide optimal readability of the bid by evaluators, the bidder(s) is strongly encouraged to organize its bid response as follows:

- signed IFB and any and all IFB amendment cover pages;
- transmittal letter/executive summary;
- Exhibit A - Pricing Page;
- Exhibit B - Experience of Organization and Expertise of Personnel;
- Exhibit C - Functional and Technical Capabilities, and Method of Performance;
- Exhibit D - Miscellaneous Information;
- Exhibit E - Buy American (if applicable); and
- Exhibit F - Missouri Service-Disabled Veteran Business Enterprise Preference (if applicable).

- a. The bidder is strongly encouraged to structure its bid response so that the individual provisions of the exhibit language precede each of the bidder's responses. The bidder is discouraged from referring evaluators to other sections of its bid to find its response to a particular IFB provision. Poorly organized or responded to bids may result in reduced subjective evaluation consideration being given.

4.7.2 **Conciseness/Completeness of Bid Response:** It is highly desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information in its bid response as it relates to the evaluation categories to allow the Department to conduct a complete and efficient

evaluation. The Department is under no obligation to solicit such information if it is not included in the bidder's response. The bidder's failure to submit such information may cause an adverse impact on the evaluation of its bid. Information not relevant to the requirements herein or the bidder's proposed solution should be excluded from the bidder's bid.

4.7.3 **Copies:** The bidder's bid should include an original document, plus three (3) copies for a total of four (4) documents. An electronic copy on a jump drive or disk is not necessary.

4.7.4 The front cover of the original hard copy bid should be labeled "**original**" and the front cover of all copies should be labeled "**copy.**"

4.8 Miscellaneous Submittal Information:

4.8.1 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide relevant details in response to **EXHIBIT D, Miscellaneous Information**. In providing a response, the bidder should review Executive Order 04-09 at: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp and provide an adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

4.8.2 **Bidders as Employees:** Bidders who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return **EXHIBIT D, Miscellaneous Information** with its bid. This document must be satisfactorily completed prior to award of the contract.

4.9 Bid Submittal Checklist:

4.9.1 The following checklist is provided to assist the bidder in completing its bid. The bidder is encouraged to utilize this checklist before submitting its bid. It is the bidder's sole responsibility to ensure that all mandatory requirements are met and that its bid, including all exhibits, is properly completed and submitted with the bid.

No.	Description – <i>while not all documents/items listed below are mandatory in submitting a responsive bid, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the bidder's bid.</i>	Completed? (√)
1.	Complete and sign all amendments (if applicable) and original IFB. <i>(Mandatory that bid includes signature)</i>	
2.	Provide firm, fixed pricing in EXHIBIT A – Pricing Page	
3.	Complete EXHIBIT B – Experience/Reliability of Organization and Expertise of Personnel	
4.	Complete EXHIBIT C – Functional/Technical Capabilities and Method of Performance	
5.	Complete EXHIBIT D, Miscellaneous Information	
6.	EXHIBIT E, Domestic Products Procurement Act (Buy American)	
7.	EXHIBIT F, Missouri Service-Disabled Veteran Business Enterprise Preference	
8.	EXHIBIT G, Contractor's Notice of Fees	
<i>Include four copies of bid with the original bid clearly marked as "Original"</i>		

4.10 Confidentiality and Proprietary Materials:

- 4.10.1 Pursuant to section 610.021 RSMo, bids and related documents shall not be available for public review until a contract has been awarded or all bids are rejected.
- 4.10.2 The Department is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its bid, all material submitted by the bidder in conjunction with the IFB is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the Department and withheld from any public request submitted to the Department after award. Bidders should presume information provided to the Department in a bid will be public following the award of the contract or after rejection of all bids and made available upon request in accordance with the provisions of state law.
- 4.10.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- a. Bidder’s entire bid response;
 - b. Bidder’s pricing;
 - c. Bidder’s proposed method of performance including schedule of events and/or deliverables;
 - d. Bidder’s experience information including customer lists or references;
 - e. Bidder’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo, paragraph 15).
- 4.10.4 In the event that the bidder does submit information with its bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of its bid must be separated and clearly marked as confidential within the bidder’s bid response along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The bidder’s failure to follow this instruction shall relieve the Department of any obligation to preserve the confidentiality of the documents.
- 4.10.5 The bidder’s sole remedy for the Department’s denial of any confidentiality request shall be limited to withdrawal and return of its bid at the offeror’s expense.

4.11 Compliance with Requirements, Terms and Conditions:

- 4.11.1 Bidders are cautioned that the Department shall not award a non-compliant bid response. Consequently, any bidder indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award.
- a. The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
 - b. In order to ensure compliance with the IFB, the bidder should indicate agreement that, in the event of conflict between any of the bidder's response and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the Department’s terms and conditions may render a bidder’s bid unacceptable and remove it from consideration for award.
- 4.11.2 **EXHIBIT C, Functional/Technical Capabilities and Method of Performance** - The bidder shall meet all requirements of this IFB to be considered responsive. The bidder shall provide a compliance grid as

sampled on **EXHIBIT C** and submit this with its bid response. **It is important that each specification point in Section 3 is addressed.**

4.11.3 **Foreign Vendors:** If the bidder is a foreign company and does not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), the bidder will need to complete the appropriate IRS W-8 form (found on the www.irs.gov website) and include it with its bid response.

- a. If the bidder is a foreign company and it has an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary.
- b. When submitting its bid, the bidder shall attach a note to the front page advising the Department whether it has (1) submitted a W-8 prior to submission of the bid, or (2) included the completed W-8 form with its bid.

4.11.4 **Vendor Information Data Form** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov .

5. EVALUATION AND AWARD

5.1 General Evaluation:

5.1.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60
Experience of Organization and Expertise of Personnel	70
Functional and Technical Capabilities, and Method of Performance	70
TOTAL	200

5.1.2 The bidder is advised that an evaluation committee and other subject-matter experts shall be used to review and assess the bid for responsiveness to mandatory requirements of the IFB and in accordance with the subjective evaluation criteria stated in the IFB. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Bidders can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H).

5.2 Evaluation of Cost:

5.2.1 The bidder must respond to **EXHIBIT A, Pricing Page**, with firm fixed pricing for all applicable costs necessary to satisfy the level of effort of the IFB. Unless stated herein, the Department shall assume absolutely no other costs to satisfy the level of effort for the IFB's requirements. Therefore, the successful bidder shall be responsible for any additional costs.

5.2.2 For evaluation purposes only, the evaluation of cost shall be based on the pricing provided in response to **EXHIBIT A, Pricing Page** using the following estimated quantities.

- a. The initial contract cost for debit cards will be calculated by multiplying the individual price stated on **EXHIBIT A, Pricing Page** by an estimated quantity of 18,200.
- b. A cost for each renewal period will be calculated in the same manner as indicated in 5.2.2 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price.

- 5.2.3 **Buy American Preference:** If calculations for the Buy American preference are necessary, items bid **not** meeting proof of compliance with section 34.354 RSMo in accordance with the Domestic Procurement Act, sections 34-350 RSMo through 34.359 RSMo, the Buy American preference shall be computed as follows:

$$\text{Total Bid Price} \times 1.10 = \text{Total Evaluated Bid Price}$$

- 5.2.4 **Determination of Lowest Priced Bidder including Consideration of Preferences** - After completing the cost evaluation and determining preference bonus points, the bidder with the most cost points is considered the lowest bidder. Cost points shall be computed for the total evaluated bid price as follows:

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$$\frac{\text{Lowest Responsive Total Evaluated Bid Price} \times 60 + \text{earned preference points}}{\text{Compared Total Evaluated Bid Price}} = \text{Total Cost Points}$$

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

5.3 Evaluation of Experience of Organization and Expertise of Personnel:

- 5.3.1 Experience and reliability of the bidder's organization as well as any proposed subcontractors will be considered subjectively in the evaluation process. Information provided by the bidder in response to **EXHIBIT B, Experience of Organization and Expertise of Personnel** of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. As part of the evaluation process, the Department may contact the bidder's references identified in response to Exhibit B, Experience of Organization and Expertise of Personnel, in addition to references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder regarding past performance.
- b. The Department reserves the right to consider the past performance of the bidder's proposed solution and support in the evaluation of the bidder's Functional and Technical Capabilities, and Method of Performance.
- c. The bidder shall agree and understand that the Department is not obligated to contact the bidder's references.

5.4 Evaluation of Functional and Technical Capabilities and Method of Performance:

- 5.4.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Information provided by the bidder in response to **EXHIBIT C, Functional/Technical Capabilities and Method of Performance** of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- 5.4.2 **Installation and Implementation Plan** - The bidder should provide a proposed implementation plan, as identified in **EXHIBIT C, Functional/Technical Capabilities and Method of Performance**.

- 5.4.3 In addition, the bidder should describe the following for consideration in this part of the evaluation:

- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products;
- b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations; and

- c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

5.5 Award:

- 5.5.1 Bids must include an implementation schedule (see paragraph 5.4.2). The contractor must be prepared to assume responsibility for the debit card program services effective thirty days from notice of award. The Department will work with the contractor as necessary to complete implementation in a timely manner.
- 5.5.2 A sum total shall be calculated of cost points and subjective points. Award shall be made to the bidder earning the highest total points.
- 5.5.3 *Other Considerations* – The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering. If the lowest responsive bidder is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.

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EXHIBIT A, Pricing Page

The bidder must state **one** firm fixed price for **one** (1) debit card, delivered FOB Destination Prepaid and Allowed to all institutions listed on **ATTACHMENT 2**. If bidding multiple options, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages “**alternate bid #1, alternate bid #2**, etc. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Original Contract Period	First Renewal Option	Second Renewal Option	Third Renewal Option	Fourth Renewal Option
001	Debit Card Fee	\$ _____ Firm Fixed Cost Per Card				

Bidder’s Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement _____ Disagreement _____

Terms:

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

_____ % if paid within _____ days of receipt of invoice

Web Site:

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

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

Company Name: _____

Printed Name: _____ Email: _____

Authorized Signature: _____ Date: _____

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EXHIBIT B
Experience of Organization and Expertise of Personnel

B.1 EXPERTISE OF PERSONNEL:

- 1) The bidder should fully describe and identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of all personnel in such performances, results of the services performed, and how the bidder’s involvement in that project relates to the bidder’s ability to contribute to the State of Missouri.
- 2) The bidder’s response should also specifically address personnel’s knowledge and experience with the requirements similar in scope to the requirements stated herein.
- 3) Attach additional sheets as necessary.

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT B (Continued)
Experience of Organization and Expertise of Personnel

B.2 PROPOSED SUBCONTRACTORS:

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

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

- 1) The bidder should present detailed information regarding the proposed subcontractor’s organization’s experience and expertise. The following information should be provided by the bidder in order to assist the Department in evaluation of the bidder’s proposed subcontractor’s experience and expertise. The Department reserves the right to use this information, including information gained from any other source, in the evaluation process.
 - a. The bidder should provide a list of at least three (3) references from the proposed subcontractor’s accounts that have the same or similar requirements as stated herein. For each of the references, the bidder should provide a contact name at each entity, their telephone number and e-mail address so that the information provided and outcomes may be verified.
 - b. The bidder’s response should also specifically address the subcontractor’s knowledge and experience with the requirements similar in scope to the requirements stated herein.

EXHIBIT B (Continued)
Experience of Organization and Expertise of Personnel

B.3 EXPERIENCE OF ORGANIZATION:

The bidder should copy and complete this form documenting the bidder’s and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

- 1) The bidder should provide a list of at least three (3) references from accounts that have the same or similar requirements as stated herein. For each of the references, the bidder should provide a contact name at each entity, their telephone number and e-mail address so that the information provided and outcomes may be verified.

Bidder Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company Street Address City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Total Dollar Value of Services	
Description of Services Performed	

EXHIBIT C
Functional/Technical Capability and Method of Performance

The bidder shall meet all requirements of this IFB to be considered responsive. The bidder shall provide a compliance grid as **sampled** below and submit this with its bid response. **It is important that each specification point in Section 3 is addressed.**

SAMPLE

Reference Section All Points Covered	Compliance to Specifications (Indicate Yes or No - if No, detail non-compliance)
Section 3.1 - General Operational Requirements: Paragraph 3.1.2 - The software application provided by the contractor to satisfy the requirements identified herein shall be accessed, viewed, and managed from one (1) integrated website provided by the contractor. The application shall be user-friendly and secure for the secure paperless exchange of business information using electronic data interchange (EDI), e-mail, and electronic funds transfer (EFT).	YES - <i>(describe how the contractor will meet the requirements of this paragraph)</i>
Section 3.2 - Debit Card Program: Paragraph 3.2.3 - At minimum, debit cards shall have a minimum load of \$5.00 and a maximum load of \$2,500.00. The maximum balance released offenders may have shall be \$2,500.00.	NO - our debit card program will only allow for a minimum load of \$25.00.
Section 3.3 - Distribution of the Debit Card: Paragraph 3.3.4 - The contractor is responsible for the preparation and distribution of any and all instruction materials sent to the released offender. The Department shall review and approve any and all accompanying materials prior to distribution of the debit cards, including the activation sticker, if used. No advertisements or marketing materials may accompany the debit card unless approved by the Department.	YES - <i>(describe how the contractor will meet the requirements of this paragraph)</i>

C-2 *Installation and Implementation Plan* - The bidder should provide a proposed implementation plan to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

C-3 The bidder should describe the Missouri economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:

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

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

EXHIBIT D

Miscellaneous Information

Outside United States

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

In providing a response, the bidder should review Executive Order 04-09 located at: http://oa.mo.gov/purch/vendorinfo/eo04_09.pdf and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

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

Employee/Conflict of Interest:

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

Contact Information

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

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

EXHIBIT E

Domestic Products Procurement Act (Buy American) Preference

In accordance with sections 34.350-34.359 RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product’s eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exists:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; **OR**

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; **OR**

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (Eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.	<input type="checkbox"/>
--	--------------------------

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DO NOT QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	<input type="checkbox"/>
--	--------------------------

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO THE PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there **is** a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete **Table 5**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there **is only one** U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.

List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

EXHIBIT E (continued)
Domestic Products Procurement Act (Buy American) Preference

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)
 List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
 List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)
 List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
 Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
 NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)
 List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify sole US manufacturer name.
 Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE

COMPANY NAME

EXHIBIT F**Missouri Service-Disabled Veteran Business Enterprise Preference**

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

DEFINITIONS:

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

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

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

STANDARDS:

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

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

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

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

EXHIBIT F (Continued)

Missouri Service-Disabled Veteran Business Enterprise Preference

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

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

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

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

Date SDV’s Documents were submitted: _____

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

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

Service-Disabled Veteran’s Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran’s Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT G
Contractor's Notice of Fees

(The contractor shall provide a list with a description and amount of all debit card fees that may be charged to the released offenders)

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may

submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

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

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 03/27/14

ATTACHMENT 1
Secure File Transfer Protocol (SFTP)

Field	Text	Len	Dec
DCARD#		16	0
CENTS	DCENTS/100	2	2
MONEY	DDOLLAR + CENTS	13	2
DDOLLAR	AMOUNT OF DOLLARS	10	0
DDPOINT	LITERAL DECIMAL POINT	1	
DCENTS	AMOUNT OF CENTS	2	0
DLAST	LAST NAME	50	
DFIRST	FIRST NAME	50	
DSTREET	STREET ADDRESS	50	
DCITY	CITY	50	
DSTATE	STATE	2	
DCOUNTRY	US	2	
DZIP	ZIP	5	0
DSSN	SSN#	9	0
DDOB	DATE OF BIRTH	8	0
DINM#	INMATE NUMBER	30	

ATTACHMENT 2**ALGOA CORRECTIONAL CENTER**

8501 No More Victims Rd.
Jefferson City, MO 65101
PH: 573-751-3224

BOONVILLE CORRECTIONAL CENTER

1216 East Morgan Street
Boonville, MO 65233
PH: 660-882-6521

CHILLICOTHE CORRECTIONAL CENTER

3151 Litton Road
Chillicothe, MO 64601
PH: 660-646-4032

CREMER THERAPEUTIC CENTER

689 Route O
Fulton, MO 65251
PH: 573-595-4013

CROSSROADS CORRECTIONAL CENTER

1115 E. Pence Road
Cameron, MO 64429
PH: 816-632-2727

EASTERN RECEPTION & DIAGNOSTIC CENTER

2727 Highway K
Bonne Terre, MO 63628
PH: 573-358-5516

FARMINGTON CORRECTIONAL CENTER

1012 W. Columbia
Farmington, MO 63640
PH: 573-218-7100

FULTON RECEPTION & DIAGNOSTIC CENTER

1393 Highway O
Fulton, MO 65251
PH: 573-592-4040

JEFFERSON CITY CORRECTIONAL CENTER

8416 No More Victims Road, Dock B
Jefferson City, MO 65101
PH: 573-751-3224

MOBERLY CORRECTIONAL CENTER

5201 South Morley
Moberly, MO 65270
PH: 660-263-3778

MISSOURI EASTERN CORRECTIONAL CENTER

18701 Old Highway 66
Pacific, MO 63069
PH: 636-257-3322

MARYVILLE TREATMENT CENTER

30227 US Highway 136
Maryville, MO 64468
PH: 660-582-6542

NORTHEAST CORRECTIONAL CENTER

13698 Airport Road
Bowling Green, MO 63334
PH: 573-324-9975

OZARK CORRECTIONAL CENTER

929 Honor Camp Lane
Fordland, MO 65652
PH: 417-767-4494

POTOSI CORRECTIONAL CENTER

11593 State Highway O
Mineral Point, MO 63660
PH: 573-438-6000

SOUTH CENTRAL CORRECTIONAL CENTER

255 W. Highway 32
Licking, MO 65542
PH: 573-674-4470

SOUTHEAST CORRECTIONAL CENTER

300 E. Pedro Simmons Drive
Charleston, MO 63834
PH: 573-683-4409

TIPTON CORRECTIONAL CENTER

619 N. Osage Avenue
Tipton, MO 65081
PH: 660-433-2031

WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER

1011 E. Highway 54, Vandalia, MO 63382
PH: 573-594-6686

WESTERN MISSOURI CORRECTIONAL CENTER

609 E. Pence Road, Cameron, MO 64429
PH: 816-632-1390

WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER

3401 Faraon Street, St. Joseph, MO 64506
PH: 816-387-2158