



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

BAFO REQUEST NO.: 003

RFP NO.: B2Z14034

TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY

ISSUE DATE: 05/07/14

REQ NO.: NR 931 YY14708017

BUYER: ROY BURGESS

PHONE NO.: (573) 751-1692

E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 05/14/14 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

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

DEPARTMENT OF CORRECTIONS  
 VARIOUS LOCATIONS

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**BEST AND FINAL OFFER (BAFO) REQUEST #003 TO RFP B2Z14034**

**TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY**

Offerors are hereby notified of the following changes and clarifications:

1. The following paragraphs have been *REVISED*.  
2.3.4 a; and  
Exhibit C, C.1, 2.3.4 a.

**Note:** The changes made as a result of this BAFO are denoted by *bold italics*.



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

BAFO REQUEST NO.: 002  
 RFP NO.: B2Z14034  
 TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY  
 ISSUE DATE: 05/02/14

REQ NO.: NR 931 YY14708017  
 BUYER: ROY BURGESS  
 PHONE NO.: (573) 751-1692  
 E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 05/14/14 AT 2:00 PM CENTRAL TIME

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(U.S. Mail)		(Courier Service)
DPMM	or	DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

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

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 VARIOUS LOCATIONS

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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
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**BEST AND FINAL OFFER (BAFO) REQUEST #002 TO RFP B2Z14034**

**TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY**

Offerors are hereby notified of the following changes and clarifications:

2. The following paragraphs have been ***REVISED***.

2.2.5 a;

2.2.14;

2.3.4 a.; and

Exhibit C, C.1, 2.2.5 a., 2.2.14, and 2.3.4 a.

**Note:** The changes made as a result of this BAFO are denoted by ***bold italics***.



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

BAFO REQUEST NO.: 001

RFP NO.: B2Z14034

TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY

ISSUE DATE: 04/25/14

REQ NO.: NR 931 YY14708017

BUYER: ROY BURGESS

PHONE NO.: (573) 751-1692

E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 05/02/14 AT 2:00 PM CENTRAL TIME

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(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

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

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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**BEST AND FINAL OFFER (BAFO) REQUEST #001 TO RFP B2Z14034****TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY**

Offerors are hereby notified of the following changes and clarifications:

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

2.2.1 a.;

2.2.5;

2.2.5 a.;

2.2.5 b.;

2.2.9;

2.2.9 b.;

2.3.7 b.;

2.3.13 f.;

2.3.16;

2.10.2;

2.10.3 a.;

2.10.3 b.;

2.10.3 c.;

2.13.1;

2.13.1 a.; and

Exhibit C, C.1, 2.2.1 a., 2.2.5, 2.2.5 a., 2.2.5 b., 2.2.9, 2.2.9 b., 2.3.1, 2.3.7 b., 2.3.13 f., 2.3.16, 2.10.2, 2.10.3 a., 2.10.3 b., 2.10.3 c., 2.13.1, and 2.13.1 a.

2. The following paragraphs have been ***ADDED***:

2.1.8;

2.1.8 a.;

2.2.1 a. i.;

2.2.1 a. ii.;

2.2.1 a. iii.;

2.2.1 b.;

2.2.9 b. i.;

2.3.1 a.;

2.3.1 b.;

2.3.4 a. ;

2.3.7 b. i.;

2.3.17; and

Exhibit C, C.1, 2.1.8, 2.1.8 a., 2.2.1 a. i., 2.2.1 a. ii., 2.2.1 a. iii., 2.2.1 b., 2.2.9 b. i., 2.3.1 a., 2.3.1 b., 2.3.4 a., 2.3.7 b. i., and 2.3.17.

**Note:** The changes made as a result of this BAFO are denoted by ***bold italics***.



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

AMENDMENT NO.: 002  
 RFP NO.: B2Z14034  
 TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY  
 ISSUE DATE: 02/25/14

REQ NO.: NR 931 YY14708017  
 BUYER: ROY BURGESS  
 PHONE NO.: (573) 751-1692  
 E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/04/14 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)	or	(Courier Service)
DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

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

DEPARTMENT OF CORRECTIONS  
 VARIOUS LOCATIONS

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

SIGNATURE REQUIRED

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CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #002 TO RFP B2Z14034**

**TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY**

**PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The following paragraphs have been **REVISED**:
  - 1.5.3 (b)(1)(i);
  - 1.5.3 (b)(1)(ii);
  - 1.5.5;
  - 2.2.3;
  - 2.3.3 (a); and
  - Exhibit C, C.1, 2.2.3, and 2.3.3 (a).
  
2. The following paragraphs have been **ADDED**:
  - 2.2.4 (a); and
  - Exhibit C, C.1, 2.2.4 (a).

**Note:** The changes made are denoted by *bold italics*.



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

AMENDMENT NO.: 001  
 RFP NO.: B2Z14034  
 TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY  
 ISSUE DATE: 02/18/14

REQ NO.: NR 931 YY14708017  
 BUYER: ROY BURGESS  
 PHONE NO.: (573) 751-1692  
 E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/04/14 AT 2:00 PM CENTRAL TIME

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RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101
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CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

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

DEPARTMENT OF CORRECTIONS  
 VARIOUS LOCATIONS

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

**AMENDMENT #001 TO RFP B2Z14034****TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY****PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The following paragraphs have been **REVISED**:
  - 1.5.3 (b);
  - 1.5.3 (b)(1);
  - 1.5.3 (b)(1)(i);
  - 1.5.3 (b)(1)(ii);
  - 2.2.1 (a);
  - 2.2.3;
  - 2.2.8;
  - 2.3.1;
  - 2.3.2;
  - 2.6.1;
  - 3.30.3;
  - 4.4.2 (a);
  - 4.4.2 (b)
  - 4.4.2 (c);
  - 4.4.2 (d); and
  - Exhibit C, C.1, 2.2.1 (a), 2.2.3, 2.2.8, 2.3.1, 2.3.2, and 2.6.1.
  
2. The following paragraphs have been **ADDED**:
  - 1.5.5;
  - 2.3.3 (a);
  - 3.35.1 through 3.35.4; and
  - Exhibit C, C.1, 2.3.3 (a).

**Note:** The changes made are denoted by *bold italics*.



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

**RFP NO.: B2Z14034  
TITLE: OFFENDER DEPOSIT, E-MAIL, INTEGRATED SECURITY  
ISSUE DATE: 01/21/14**

**REQ NO.: NR 931 YY14708017  
BUYER: ROY BURGESS  
PHONE NO.: (573) 751-1692  
E-MAIL: roy.burgess@oa.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 03/04/14 AT 2:00 PM CENTRAL TIME**

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**PO BOX 809** **JEFFERSON CITY MO 65102-0809** **301 WEST HIGH STREET, RM 630**  
**JEFFERSON CITY MO 65101-1517**

**CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS**

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**DEPARTMENT OF CORRECTIONS  
VARIOUS LOCATIONS**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors to establish a contract to provide Offender Deposit Services, Electronic Mail Services, and an Integrated Security/Investigation Application that is related to the provided services for twenty-one (21) correctional institutions of the Missouri Department of Corrections (hereinafter referred to as "state agency"), in accordance with the requirements and provisions stated herein.
- 1.1.2 The state agency seeks to automate tasks, where possible, and utilize technology to maximize the efficiency of staff while maintaining or enhancing the safety and security of its institutions, the staff that work at the institutions, the offenders that reside there, and the general public.
- 1.1.3 Regarding Electronic Mail Services, at this time, the state agency desires to contract for inbound electronic mail services only. Outbound electronic mail services may be requested in the future at the discretion of the state agency.
- 1.1.4 The state agency is seeking to award a single vendor contract which will enable the state agency to minimize its administrative efforts and satisfy the varying needs of its end users with a full range of services.

### 1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Monday, February 10, 2014, beginning at 9:00 a.m. Central Time (CT) in the Harry S Truman State Office Building, 301 West High Street, Room 500 in Jefferson City, Missouri.
  - a. The length of the pre-proposal conference is anticipated to be approximately two hours.
- 1.2.2 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
  - a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
  - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
  - c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.4 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### 1.3 RFP Questions:

1.3.1 It is the offeror's responsibility to ask questions, request changes or clarifications, or otherwise advise the DPMM if the offeror 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 offeror's ability to submit a proposal.

1.3.2 All questions and issues should be submitted 10 calendar days prior to the due date of the proposal. If not received prior to 10 business days before the proposal due date, the DPMM may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP must be directed to the buyer, Roy Burgess. It is preferred that questions be e-mailed to the buyer at roy.burgess@oa.mo.gov.

1.3.3 The DPMM will attempt to ensure that an offeror receives an adequate and prompt response, if applicable. Upon DPMM's consideration of questions and issues, if DPMM determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFP amendment as the questions and issues did not provide further revision or clarity to the RFP. All offerors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

### 1.4 Offeror's Contacts:

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

### 1.5 Background Information:

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

1.5.2 The state agency operates multiple facilities (Attachment 1) located throughout the state that houses approximately 31,173 adult offenders. Offender population is subject to change daily without notice. Each of the facilities operate a mail room that accepts and processes approximately 600,000 pieces of mail monthly. All offender mail received by the state agency, excluding offender legal correspondence, is subject to inspection by the state agency.

1.5.3 The state agency currently operates a centralized offender trust accounting system and maintains subsidiary accounts for all offenders.

- a. The Offender Financial Services (OFS) Section, operates at the state agency's central office complex located in Jefferson City, MO, and is responsible for processing offender deposits. The Department's correctional facilities do not accept, nor do they have the capability to process, offender deposits.

**REVISED BY AMENDMENT #001.**

- b. The state agency currently allows offender families and friends to deposit funds into an offender's account in two ways: (1) money orders/cashier checks mailed directly to the OFS Section; or (2) by electronic fund transfer (EFT). EFTs are currently being provided by multiple vendors (*visit [http://doc.mo.gov/DAI/Money Transfer.php](http://doc.mo.gov/DAI/Money_Transfer.php) for more information*). *The offender may use the money in the account for canteen purchases, phone time, or outside purchases.*

**REVISED BY AMENDMENT #001.**

- 1) For the 12 month period of July 1, 2012 through June 30, 2013, the OFS Section processed a total of **582,900** offender deposit items in the amount of **\$34,339,952.35**. The average transaction amount of an offender deposit item is **\$58.91**.

**REVISED BY AMENDMENTS #001 AND #002.**

- i. Of the above transactions, the OFS Section accepted and processed 439,874 EFT offender deposit items in the amount of \$25,954,965.51. The average transaction amount of an electronic fund transfer offender deposit item is \$59.01. *EFT amounts by range and by phone, internet, or walkup are not currently available.*

**REVISED BY AMENDMENT #001 AND #002.**

- ii. Of the above transactions, the OFS accepted and processed 143,026 money order/cashier check offender deposit items totaling \$8,385,086.84. The average transaction amount of a money order/cashier check offender deposit item is \$58.63. *A breakdown of deposit amounts by range is not currently available.*

- 1.5.4 Although an attempt has been made to provide accurate and up-to-date information, the state agency does not warrant nor represent that the background information provided herein reflects all relationships or existing conditions related to the Request for Proposal.

**ADDED BY AMENDMENT #001.****REVISED BY AMENDMENT #002.**

- 1.5.5 From July 1, 2013 through January 31, 2014, four (4) institutions (*Algoa Correctional Center, Jefferson City Correctional Center, Eastern Reception, Diagnostic, & Correctional Center, and Women's Eastern Reception, Diagnostic, & Correctional Center*) received an estimated total of 6,550 offender e-mails during a pilot program. The state agency makes no guarantee as to the minimum or maximum number of e-mails that may be received.

**1.6 Terminology/Definitions:**

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

- a. **Secure File Transfer Protocol (SFTP)** shall mean the way that information is securely exchanged electronically between the contractor and the state agency.
- 1) The state agency does not allow vendors to FTP items directly to the state agency. The information is placed on server at a designated IP address by the contractor and the state agency 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://oa.mo.gov/pers/hoursofwork.htm>.

**1.7 Technical Environment:**

- 1.7.1 All correctional facilities have access to the Internet and use either Microsoft Office or Open Office. Microsoft Windows 7 is the current operating system. Microsoft Exchange/Outlook presently supports the Department e-mail capabilities.
- 1.7.2 The Department uses Ethernet topology and TCP/IP to communicate with application servers and other services. The Department has a wide area network (WAN) connecting all major facilities. For those sites not connected via the WAN, a VPN through dial-up or broadband (DSL or cable) is utilized.

**END OF SECTION**

## 2. FUNCTIONAL AND TECHNICAL REQUIREMENTS AND PERFORMANCE

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

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide a browser-based application for offender deposit services, electronic mail services for offender mail, and an integrated security/investigation application related to contractor provided services that meets or exceeds the provisions and requirements stated herein to the sole satisfaction of the state agency.
- 2.1.2 The software must be generally available (i.e. not in beta or test) and currently in production.
  - a. All modules of the contractor's software must be in current mainstream production, immediately available, manufacturer-authorized, and approved for distribution to the State of Missouri.
  - b. While the software may require some minor customization to meet all mandatory requirements herein, the core product functionality must be currently available and industry-standard functionality must already exist in the proposed software.
    - 1) All costs of customization necessary to meet the RFP's mandatory requirements identified herein shall be included in the firm, fixed pricing in Exhibit A, Pricing Page.
- 2.1.3 All software applications 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 applications shall provide a user-friendly and secure website for the secure paperless exchange of business information using electronic data interchange (EDI), e-mail, and electronic funds transfer (EFT).
- 2.1.4 The application must operate using the following browsers: Internet Explorer 8 or newer, Firefox 3.0 or newer, and Safari 5.0 or newer.
- 2.1.5 The contractor shall provide promotional materials, such as posters and brochures, for all awarded services to be distributed to the offender population at no cost to the state agency or the offender.
  - a. All promotional materials shall be provided in English and Spanish.
  - b. All promotional materials shall be reviewed and approved by the state agency's Division of Adult Institutions' Central Office prior to distribution.
  - c. Distribution of promotional materials shall be in such places as housing units, visiting rooms, and on the contractor's website.
- 2.1.6 The contractor shall collect all fees for services from the individual making the deposit or sending the electronic message. The state agency will not be responsible for any funding of services identified herein.
- 2.1.7 The contractor shall be responsible for furnishing all materials, labor, repair, maintenance, set-up, installation, equipment, supplies, hardware, software, and all interfaces necessary to perform all required services.

**ADDED BY BAFO #001.**

- 2.1.8 *The contractor shall require the customer to create a single log-in account prior to creating any transactions associated with the online deposit and e-mail transactions, which shall include obtaining the name, address, phone number, and credit card information from the customer.*

**ADDED BY BAFO #001.**

- a. *The log-in account shall create a unique account ID to be used for future log-ins.*

**2.2 Offender Deposit Services Requirements:**

- 2.2.1 The contractor shall provide a method for the customer that is user-friendly, simple to access and navigate, and is able to electronically deposit funds into offenders' accounts via a purchase mechanism that provides verification of the sender's name and address.

**REVISED BY AMENDMENT #001.****REVISED BY BAFO #001.**

- a. It shall be the contractor's responsibility to obtain the identity of those parties depositing funds into an offender's account at the point of *all fee* transactions as specified in paragraph 2.4.2 (a)(1).

**ADDED BY BAFO #001.**

- i. *If payment is made with a major credit card at a walk-up location, the contractor in addition to 2.2.1 (a), shall require a current photo state issued identification card and a major credit card with billing information confirmation.*

**ADDED BY BAFO #001.**

- ii. *If payment is made with cash at a walk-up location, the contractor in addition to 2.2.1 (a), shall require a current photo state issued identification card.*

**ADDED BY BAFO #001.**

- iii. *If payment is made online or as a phone deposit, the contractor in addition to 2.2.1 (a), shall confirm the identity and billing confirmation with a major credit card.*

**ADDED BY BAFO #001.**

- b. *All transaction identification information shall be provided to the state agency upon request.*

- 2.2.2 The contractor shall be responsible for all expenses related to the electronic deposits, including, but not limited to, phone line costs.

**REVISED BY AMENDMENT #001 AND #002.**

- 2.2.3 The contractor shall accept electronic deposit services from the customer with major debit and credit cards by a toll-free telephone, and *through the internet. The contractor shall also provide for the acceptance of cash at Missouri walk-up/customer outlet locations. It is highly preferred that major debit and credit cards should be accepted at Missouri walk-up/customer outlet locations.*

- 2.2.4 All funds collected by the contractor for deposit into an offender's account must be deposited into the state agency's bank account via ACH within one (1) banking day of the contractor's receipt of said funds. This service shall be provided at no cost to the state agency.

**ADDED BY AMENDMENT #002.**

- a. *The contractor must be licensed for electronic transmission of funds with the State of Missouri (visit <http://finance.mo.gov/consumercredit/moneyorder.php> website for more information), and a registered Money Services Business with the federal government (visit [http://www.fincen.gov/financial\\_institutions/msb/](http://www.fincen.gov/financial_institutions/msb/) website for more information) in order to*

*transfer funds through the contract. The contractor must have the required licenses before transferring funds through the contract.*

**REVISED BY BAFO #001.**

2.2.5 *All fees for all methods of deposits shall be posted on the contractor's website. All fees must be as indicated in the contract.*

**REVISED BY BAFO #002.**

- a. At a minimum, all *walkup* fees shall be clearly posted at all Missouri walkup locations. All fees must be as indicated in the contract.

**REVISED BY BAFO #001.**

- b. If the customer deposits funds via telephone and/or an IVR (interactive voice response) system, the contractor, through the contractor's employees or the IVR system, shall inform all customers of the *phone deposit* fees to be paid for depositing funds into an offender's account before a transaction is final. All fees must be as indicated in the contract.
- c. The contractor shall clearly identify, at the time of the transaction, the fee associated with the transaction is paid to the contractor and not to the state agency.

2.2.6 All deposits into an offender's account shall be made in United States dollars.

2.2.7 The contractor shall assume responsibility for all funds deposited by the customer, including, but not limited to, all risk associated with any payment instruments which are returned by the issuing bank for any reason and any debit and credit card remittances which are disputed by the cardholder or the card issuer. The state agency shall not be held responsible for charge backs, implied fraud, or exchange rates, etc.

**REVISED BY AMENDMENT #001.**

2.2.8 The contractor must clearly identify to the customer and offenders that any transaction limits are set forth by a state agency rule or policy *and not by the contractor*.

**REVISED BY BAFO #001.**

2.2.9 Offender Validation File: The state agency shall provide the contractor with a daily electronic offender validation file (a mini account master "MAM" file, see Attachment 2) via Secure File Transfer Protocol (SFTP) to be used by the contractor at the point of *all fee* transactions to authenticate the offender's account. At a minimum, the offender validation file will contain the inmate ID, *and* inmate name.

- a. The contractor shall only accept deposits for those offenders who are listed on the offender validation file.

**REVISED BY BAFO #001.**

- b. Proper account authentication shall require the *customer to enter the inmate ID* to match to the "MAM" file. *The "MAM" file cannot be searchable by anything other than the inmate ID. The "MAM" file shall not be a public searchable file.*

**ADDED BY BAFO #001.**

- i. *If the inmate ID cannot be matched to the "MAM" file, the contractor shall display a message indicating the customer needs to contact the facility where the offender is located.*
- c. Daily, upon receipt of the updated offender validation file, the contractor shall replace the existing copy of the offender validation file.
- d. All file layouts and specifications shall be determined by the state agency, provided to the contractor, and shall include the information provided in Attachment 2.

- 2.2.10 Summary and Detail Transaction files: The contractor shall provide the state agency with an electronic deposit processing file, via SFTP, of all deposits accepted by the contractor.
- The contractor shall submit electronic data in a format approved by the state agency.
  - The contractor shall agree that all file layouts and specifications will be determined by the state agency, provided to the contractor, and shall include the information provided in Attachment 3, File Specifications for Daily Deposit File Header and Detail Report Record.
  - The contractor shall transmit the daily transaction files to a designated IP address for state agency retrieval at 3:00 p.m. CT.
- 2.2.11 The contractor shall provide the state agency with an electronic daily report detailing all transactions submitted to the state agency for processing.
- The daily transaction report shall detail all transactions submitted to the state agency for processing.
  - The daily transaction report shall include the information contained in the Batch Header File, Attachment 3.
  - The report shall be provided in an Excel format sent electronically to the state agency Offender Financial Services Office.
- 2.2.12 The contractor shall provide the state agency the ability to view the most recent file sent to the state agency for processing, and past deposit files in detail and in summary, through the contractor's integrated website.
- 2.2.13 The contractor shall be responsible for handling all inquiries from customers regarding the deposit services provided by the contractor.
- The contractor shall provide a toll-free number for all deposit services inquiries, and shall publish the toll-free number on all brochures, posters, and on the contractor's website.
  - At a minimum, the contractor shall be available to answer inquiries between the hours of 8:00 a.m. and 5:00 p.m. CT, Monday through Friday.
  - The contractor shall refer all questions relating to offender deposit accounts to the state agency's Offender Financial Services Section.

**REVISED BY BAFO #002.**

- 2.2.14 For deposits, the contractor shall provide each customer with the offender's unique transaction ID (reference number) as referenced on the last line of Attachment 3. The customer should be able to use the transaction ID to verify receipt of the deposit they made to the offender by calling the state agency's IVR line.

**2.3 Offender Electronic Mail Services Requirements:****REVISED BY AMENDMENT #001.**

- 2.3.1 The contractor's application shall allow the customer to access a website through which electronic mail (e-mail) *using plain text* may be sent to any offender residing in a state agency institution. The e-mail shall not allow any attachments. Unless otherwise specified by the state agency, the electronic mail services shall be inbound only.

**ADDED BY BAFO #001.**

- Regardless of the e-mail fee, the contractor shall require a credit card to send e-mails.*

**ADDED BY BAFO #001.**

- b. *The contractor shall only allow one (1) e-mail per registered user for the same offender per day. The contractor shall post the per offender per day information on the e-mail website before an e-mail is sent.*

**REVISED BY AMENDMENT #001.**

- 2.3.2 The contractor's application shall provide a "warning statement" (in both English and Spanish) to the user sending electronic mail that states, "This message is subject to *review, approval*, monitoring and/or recording. *All sent messages are non-refundable.*"
- 2.3.3 The contractor shall detail any restrictions its application places on the customer sending electronic mail (i.e. character limits, and minimum internet connection, etc.).

**ADDED BY AMENDMENT #001.****REVISED BY AMENDMENT #002.**

- a. *The maximum character limit shall be 5,000 per e-mail, the contractor shall not establish a maximum character limit less than 5,000 characters. The contractor shall not restrict the minimum number of characters typed before reaching the 5,000 character limit.*
- 2.3.4 The fees associated with sending the electronic mail shall be indicated in Exhibit A, Pricing Page, and shall be clearly identified to the user sending the electronic mail, including a statement that the fees for using the service are paid to the contractor, and not to the state agency.

**ADDED BY BAFO #001.****REVISED BY BAFO #002.****REVISED BY BAFO #003.**

- a. Before an e-mail transaction is initiated, the contractor shall require the customer to pre-pay for e-mails, *if the contractor charges a per e-mail fee.* The minimum pre-payment amount shall be \$5.00, *if the contractor charges a per e-mail fee.* *If the contractor does not charge a per e-mail fee, then the contractor shall not require the customer to pre-pay for e-mails, and shall not have a minimum pre-payment amount.* The pre-payment shall be for e-mails only. *All e-mail transactions shall be referred to as an "e-mail",* and shall not refer to "credits" or "stamps". The contractor shall display a message that all purchases are non-refundable.
- 2.3.5 All electronic mail shall be directed to the institution where the offender resides. The contractor's application shall have message rerouting capabilities in the event an offender is moved to a different facility and a message is unable to be delivered.
- 2.3.6 The contractor's application shall allow state agency staff to process the incoming electronic mail from one (1) integrated website at all institutions.
- 2.3.7 The state agency shall provide the contractor with an electronic offender validation file daily via SFTP. This file will be used by the contractor at the point of transaction to authenticate the offender account.
- a. The contractor shall only accept electronic mail for those offenders present on the daily offender validation file.

**REVISED BY BAFO #001.**

- b. Proper account authentication shall require the *customer to enter the inmate ID to match to the electronic* offender validation file. *The electronic offender validation file cannot be searchable by anything other than the inmate ID. The electronic offender validation file shall not be a public searchable file.*



- b. All computers and printers shall be of the size and speed necessary to accommodate the e-mail traffic.
- c. All provided hardware (printers, PCs, etc.) shall meet State of Missouri Office of Administration, Information Technology Services Division (ITSD) standards (located at <http://content.oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/interface-domain/approved>), be approved by ITSD, and imaged by ITSD.
- d. The contractor shall provide all printer consumables required, such as paper, toner, printer maintenance kits, etc., and in such quantities to assure no interruption of e-mail services.
- e. The contractor shall maintain all computer and printer hardware and software in good working order and shall repair and/or replace any as needed to ensure continuity of services.

**REVISED BY BAFO #001.**

- f. The contractor shall respond to any computer/printer service calls within twenty-four (24) hours of notification, *Monday through Friday. It is highly preferred that the contractor respond within twenty-four (24) hours, seven (7) days a week (Sunday through Saturday).* Down time of any computer/printer shall be resolved within forty-eight (48) hours. Replacement of the computer or printer to resolve the issue, to include a temporary replacement, is acceptable to meet the 48 hour timeframe.
- g. The contractor shall agree and understand that the state agency may add or remove institutions without any additional cost to the state agency and the consumers.

2.3.14 At a minimum, the desktop computer shall meet the following specifications:

- a. Corporate Class PC with 12-month image stability with tool-less case;
- b. CPU with i5-3570 or higher;
- c. Chipset must be Q77 or greater;
- d. Memory must have a minimum 4 GB DDR3;
- e. Hard disk at 250 GB, SATA 3 6GB/s or greater 7200 RPM
- f. Mouse optical, scrolling;
- g. Keyboard PS/2 or USB style;
- h. Video at 1280 x 1024 resolution;
- i. NIC with LAN on motherboard (LOM) integrated 10/100/1000 Ethernet, WOL; and
- j. 21" flat screen LCD monitor.

2.3.15 At a minimum, the printer shall meet the following specifications:

- a. Laser printing technology;
- b. Monochrome printing;
- c. Non-host based system;
- d. Processor speed 300 MHz or higher;
- e. Print speed at 40 pages per minute or higher;
- f. Duty cycle at 100,000 pages per month or higher;
- g. Print quality at maximum resolution of at least 600 x 600;
- h. Standard connection with USB and/or IEEE 1284 compliant parallel port;
- i. Network connection integrated 10/100 Base TX;
- j. Protocol Supported TCP/IP;
- k. System Memory 128 MB or higher;
- l. One (1) input tray;
- m. One (1) manual feed tray;
- n. One (1) output tray;
- o. Printer languages at PCL6 or later, Postscript 3 or later; and

- p. Paper Sizes in letter, legal, executive, envelope.

**REVISED BY BAFO #001.**

- 2.3.16 The contractor shall install the PC software necessary to perform the requirements herein on the contractor-provided computer, such as, but not limited to, browser software, Microsoft Windows, Microsoft Excel, and Printer software. *The contractor shall not install monitoring software on the computer nor gain access to the equipment via a network without prior written approval from the state agency.*

**ADDED BY BAFO #001.**

- 2.3.17 *The state agency shall supply one (1) Ethernet jack and one (1) electrical outlet along with a power strip for the contractor-provided computer and printer.*

**2.4 Integrated Security/Investigation Application Requirements:**

- 2.4.1 The contractor shall provide an integrated security/investigation application that allows the state agency to investigate offender deposit transactions and electronic messages to identify offender to offender associations and offender to general public associations.

- 2.4.2 At a minimum, the security/investigation application shall provide the following detailed account summary information:

a. Deposits:

- 1) Customer Information (name, account ID, address, phone number);
- 2) Date of Transaction;
- 3) Transaction ID;
- 4) Inmate ID;
- 5) Inmate Name;
- 6) Inmate Facility Location;
- 7) Amount of Payment;
- 8) Payment Type;
- 9) Batch Number;
- 10) IP Address (if applicable);
- 11) Transaction type; and
- 12) Transaction location (if applicable).

b. E-Mails:

- 1) Customer Information (name, account ID, address, phone number);
- 2) Date of e-mail;
- 3) E-mail ID;
- 4) Inmate ID;
- 5) Inmate Name;
- 6) Inmate Facility Location; and
- 7) IP Address (if applicable).

- 2.4.3 At a minimum, the offender deposit application shall provide the following search and sort capabilities:

a. Search:

- 1) by offender number/name
- 2) by remitter's name;
- 3) by transaction amount;
- 4) by date range;

- 5) transaction type; and
- 6) transaction location.

b. Sort:

- 1) by offender names by total number of remitters from whom they are receiving money;
- 2) by remitter by total number of offenders to whom they are depositing funds; and
- 3) by transaction using multiple search criteria such as offender number, remitter name, and transaction amount and date range.

2.4.4 At a minimum, the electronic mail application shall provide the following search and sort capabilities:

- a. by offender number/name;
- b. by sender's name;
- c. by date range;
- d. by institution;
- e. by using multiple search criteria such as offender number, sender's name, and date range; and
- f. by total number of offenders to whom a customer is sending electronic mail.

2.4.5 The contractor's security application shall:

- a. Create a link analysis diagram for offender deposits and electronic mail by submitted search criteria, graphically depicting the relationship of search results and all associated offenders, transactions, and senders/remitters linked to it;
- b. Print reports of search results to the state agency's desired printers and/or large format printers;
- c. Print the link analysis diagrams in a format that is scalable to make the information legible to a state agency's desired printers and/or large format printers;
- d. Export data into Microsoft Excel capability and PDF; and
- e. Be a browser-based application that works with Internet Explorer version 8 or higher.

2.4.6 The contractor's security application shall:

- a. Have a method by which the state agency may develop customized alerts based on offender and sender/remitter activity, and
- b. Automatically alert staff when suspicious activity is identified.
  - 1) Suspicious activity would include key words based upon the state agency's patterns and trends for participating in activity related to criminal acts or rule violations. The state agency will provide the contractor with a library of key words upon award of contract.

**2.5 Access to the Application Requirements:**

2.5.1 Access to the application shall require state agency staff to log into the contractor's application with a unique sign-on and user defined password.

- a. The assignment of, deletion of, and changes to user sign-ons, and the assignment of initial passwords shall be centrally coordinated by the state agency.
- b. Users shall have the ability to change their password at any time.

- c. The application shall allow for the limiting of access by user sign-on, to one, some, or all of the applications. For instance, a user may be designated to have access only to the offender email portion of the application.

2.5.2 Access to the application shall be restricted by use of a LAN to LAN VPN tunnel. This tunnel shall provide encryption of the WAN traffic. Use of this application shall be restricted to a list of state authorized computers. The contractor shall support the ability of the state agency to specify which computers can access the application and only permit those computer access to the application.

## 2.6 Data Ownership Requirements:

### REVISED BY AMENDMENT #001.

2.6.1 Upon termination of the contract, the *State of Missouri's e-mail and transaction* data shall be transferred to the state agency in the format required by the state agency. Once the data has been accepted by the state agency, the contractor shall completely purge and destroy all State of Missouri data from the contractor's system. Furthermore, the contractor shall sign an affidavit that there shall be no copy of the data kept by the contractor.

2.6.2 The contractor shall not share the data with a third party without prior knowledge of and approval from the designated state agency point of contact.

## 2.7 Information Technology Accessibility Compliance Requirements:

2.7.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT); or other comparable document.

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

## 2.8 Performance Requirements:

2.8.1 The contractor shall provide any application modifications or additions necessary to enable the application to operate according to all mandatory functional and technical specifications presented herein and in the RFP Exhibits, at no additional cost to the state agency.

2.8.2 The contractor shall notify the state agency thirty (30) days prior to any additions, deletions, or changes to their applications.

2.8.3 The contractor shall provide resource information and technical assistance to state agency staff as needed to support all services provided.

- a. At a minimum, the contractor shall be available via a toll free number during state agency normal business hours (8:00 a.m. to 5:00 p.m., CT, Monday through Friday). The contractor should be available twenty-four (24) hours a day, seven (7) days a week to provide assistance as needed at no additional cost.
- b. The contractor shall provide a twenty-four (24) hour response time, from the time of notification by the state agency, for any technical assistance requiring on-site work.

## 2.9 Implementation Requirements:

- 2.9.1 The contractor shall complete the implementation of services within the timeframe specified in the contractor's awarded proposal. Installation must include operation of the software to the satisfaction of the state agency.
- 2.9.2 The contractor shall meet with state agency staff in Jefferson City, Missouri, to discuss the implementation of the contractor's application within fifteen (15) calendar days after contract award.
  - a. The contractor shall meet with state agency staff on a weekly basis throughout the implementation phase.
  - b. If acceptable to the state agency, such meetings may be conducted via telephone call.
  - c. The contractor shall bear all costs associated for all meetings.

## 2.10 Training Requirements:

- 2.10.1 The contractor must provide all initial training required for the successful operation and administration of the solution as requested by the state agency.
  - a. For the initial contract period, the contractor must provide upon installation, sufficient initial instructor-led training on-site at no additional cost.
  - b. The initial training must include: 1) Basic training for state agency staff 2) Training materials to include a user manual and any other relevant documentation, such as, but not limited to, technical manuals, error messages and codes, system reference guide, etc. at no additional cost. All documentation must be for the version of the application being provided to the state agency.

### REVISED BY BAFO #001.

- 2.10.2 Initial training for the money transfer shall occur at 2729 Plaza Drive, Jefferson City, Missouri and consist of approximately *nine (9)* employees.
- 2.10.3 Initial training for the e-mail and investigation shall occur at:

### REVISED BY BAFO #001.

- a. Eastern Region Academy  
901 Progress Drive  
Farmington, MO  
Approximately *24* employees

### REVISED BY BAFO #001.

- b. Western Region Academy  
902 Edmond  
St. Joseph, MO  
Approximately *25* employees

**REVISED BY BAFO #001.**

- c. Central Region Academy  
717 Industrial Drive  
Jefferson City, MO  
Approximately 43 employees

2.10.4 At the state agency's request and at no additional cost, the contractor must offer advanced training in web-based or video format for any upgrades, enhancements, or new releases to the software. The advanced training shall include any necessary training manuals for all staff in attendance.

**2.11 Meeting Requirements:**

2.11.1 At a minimum, the contractor shall meet with state agency staff on a semiannual basis to discuss performance related components and process improvements.

- a. If acceptable to the state agency, such meetings may be conducted via telephone call.
- b. The contractor shall bear all costs associated with all meetings.

**2.12 Disaster Recovery Plan Requirements:**

2.12.1 The contractor shall have a written disaster recovery plan designed to minimize disruption of services and to protect the state agency's data and records in the event the contractor's system(s) becomes inoperable.

**2.13 Audit Requirements:****REVISED BY BAFO #001.**

2.13.1 At any and all times, the contractor must provide the state agency and any state agency designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor, pursuant to the contract for purposes of audit and evaluation of the services performed *at no additional cost to the State of Missouri or to the customer.*

**REVISED BY BAFO #001.**

- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the state agency, all books and records relating to the contract for the purposes of a state agency audit *at no additional cost to the State of Missouri or to the customer.*
- b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
  - 1) The contractor shall provide read-and-copy access to the state agency for all files that are used. Such files shall include, but are not limited to, inventory control files, procedure files, and any other files related to the contract.
  - 2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
- c. The state agency reserves the right to request an audit be performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The state agency prefers an independent agency conduct the audit. All independent audits shall be mutually agreed upon by and between the state agency and the contractor. The contractor shall provide the state agency with any and all reports concerning the

audit to the state agency. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

**2.14 Records Retention Requirements:**

- 2.14.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the state agency, other state of Missouri agencies, and the federal government to inspect these records with the approval of the state agency.

**END OF SECTION**

### 3. CONTRACTUAL REQUIREMENTS

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

#### 3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - 1) The State of Missouri does not negotiate contracts after award.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### 3.2 Contract Period:

3.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

3.2.2 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, or any portion thereof, for software licensing, and maintenance. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- c. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall

remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

### **3.3 Contract Extension:**

- 3.3.1 In the event that an extension of contract is required to complete the re-procurement process, the DPMM reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing of the original contract period in order to complete the procurement process and/or transition to a new contract.

### **3.4 Contract Price:**

- 3.4.1 All prices shall be firm, fixed, and as indicated in Exhibit A, Pricing Pages. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.4.2 All fees shall be included in the firm, fixed price per transaction. The offeror shall not charge any other additional costs, including but not limited to taxes, interest, penalties, convenience fees, administration fees, etc.

### **3.5 Assignment:**

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

### **3.6 Termination:**

- 3.6.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least 30 calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

### **3.7 Breach of Contract:**

- 3.7.1 Circumstances may arise where, because of a default by the contractor on its contractual requirements, the state is entitled to recover damages from the contract for breach of contract. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The state may specify that the actual cure be completed within no more than 10 working days from notification, or at a minimum that the contractor must provide the DPMM within five (5) working days from notification a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. The state shall have the right to reject all proposed cures.
- 3.7.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM

improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

3.7.3 If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.

3.7.4 Notwithstanding the provisions described herein, no provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

### **3.8 Liability:**

3.8.1 The contractor agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless and indemnify it from liability from claims, damages, or actions arising from its negligent act or omission, or from those committed by its subcontractor(s) or other person(s) employed by or under the supervision of the contractor under the terms of the contract provided that such liability is not the result of the state's gross negligence or intentional wrong doing or any failure by the state to use the materials in the manner outlined by the contractor in literature or specifications submitted with the contractor's proposal.

3.8.2 Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding gross negligence, shall be limited in the aggregate to two times the total contract price for all goods and services over the life of the contract, as stated in Exhibit A. The foregoing limitation of liability shall not apply to:

- a. Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or
- b. Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or
- c. Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or
- d. The liability under the section entitled "Inventions, Patents, and Copyrights" to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

3.8.3 In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor's liability for such damages arises out of sub-sections a through d above.

3.8.4 Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.

3.8.5 The contractor agrees that for any claim in tort or contract brought against the State of Missouri that its damages are limited to no more than the total contract price.

### **3.9 Transition:**

- 3.9.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 3.9.2 Six months prior to expiration of the contract, or upon notice of termination or cancellation of the contract, the contractor shall provide to the state 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 state agency. If requested by the state agency, 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 state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, 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.

### **3.10 Insurance:**

- 3.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

### **3.11 Governing Law:**

- 3.11.1 The contract shall be construed according to the laws of the State of Missouri. 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 Division of Purchasing and Materials Management.

### **3.12 Subcontractors:**

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

### **3.13 Substitution of Personnel:**

- 3.13.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

### **3.14 Contractor Status:**

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

### **3.15 Coordination:**

- 3.15.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

### **3.16 Contractor's Personnel:**

- 3.16.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.16.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 3.16.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

### **3.17 Property of State:**

3.17.1 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 State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

### **3.18 Confidentiality and Security Documents:**

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

### **3.19 Inventions, Patents, and Copyrights:**

3.19.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

3.19.2 The State of Missouri shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the state's content and in user information. All reports, documentation, data and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, data, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

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

foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

- 3.19.3 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

**3.20 Prohibitive Hiring:**

- 3.20.1 The contractor and the contractor's subcontractor(s) shall not hire any current employee of the state agency or of the ITSD for work on the project identified in this RFP for a period of not less than six (6) months prior to their date of employment with the contractor or contractor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program or has experienced a cessation of employment due to layoff from their State of Missouri department, or otherwise dismissed) without the prior written approval of the applicable state agency's director or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described employee for the purposes of possible employment.

**3.21 Force Majeure:**

- 3.21.1 Neither the agency nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes, or other natural disasters, war, riots or strikes. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

**3.22 Actions, Suits, or Proceedings:**

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

**3.23 Substitutions of Products/Services:**

- 3.23.1 The contractor shall not substitute any item that has been awarded to the contractor without the prior written approval of the DPMM.
- 3.23.2 The state reserves the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under the contract and if the prices are equal to or less than the contract prices. The DPMM shall be the final authority as to acceptability.

**3.24 Software Piracy Prohibition:**

- 3.24.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the state shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the state determines that the contractor is in violation of this paragraph,

the state may exercise any remedy available at law including without limitation immediate termination of the contract and any remedy consistent with United States copyright laws.

### **3.25 Prohibition of Electronic Interference:**

3.25.1 The contractor agrees that in the event of any dispute with the state 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 agency access to, the licensed system without first obtaining a valid court order authorizing same in accordance with the provisions herein. The state shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the state. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

### **3.26 Independent Obligation of Contractor to Continue Performance:**

3.26.1 Nature of Independent Obligation - Because of the critical importance of the provision of the system and services to be performed by the contractor hereunder to the operation of the state, the contractor assumes an independent obligation to continue performance of its system and service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the state) which may arise between the state and the contractor. Such independent obligation shall continue for a period of 90 days from the date upon which the state receives written notice of such alleged breach from the contractor. The project work and/or the operation of the system shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution. The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the state.

- a. Notice to State of Breach - If the contractor believes that the state is in breach of any contract term, the contractor shall deliver to the state and the DPMM a written notice of the alleged contract breach and identify the specific contract provisions.

### **3.27 Illicit Code:**

3.27.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

3.27.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of illicit code in the application, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the illicit code. At the request of the State of Missouri, the contractor must remove any such illicit code from the application. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic

file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's Program Manager.

- 3.27.3 If the software contains a restrictive key, expiration date, or other limiting function as described above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

**3.28 Preserving Rights to System Functionality:**

- 3.28.1 In the event that the contractor deletes functions that were mandatory contractual requirements from the application and offers those functions in other or new system products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

**3.29 Upgrades/Replacements:**

- 3.29.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

**3.30 Software Licensing:**

- 3.30.1 Any language or provisions contained in any "shrinkwrap" or "clickwrap" agreement shall be of no force or effect if such provisions conflict with the terms of the contract.
- 3.30.2 The state shall not permit the licensed products, pursuant to this contract, to be used by any other person, except for employees, agents, consultants of the state agency, who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products. The state acknowledges that the licensed products are proprietary and the intellectual property of the contractor and shall not be distributed or used by any agency other than the authorized agency.

**REVISED BY AMENDMENT #001. Deleted, "excluding the Cognos ReportNet, Crystal Reports, Deamweaver, Microsoft Office, Captivate which will be provided by the state agency,"**

- 3.30.3 Third Party Software: The contractor shall be responsible for the licensing of all third-party software utilized as part or in conjunction with the contractor's solution. The terms and conditions of such licenses shall be compatible with and compliant to the State of Missouri's terms and conditions expressed herein and the RFP's intended use of the solution and shall guarantee the continuous use of such third-party software by the State for the term of the final, definitive agreements.

**3.31 Software Conversions:**

- 3.31.1 The contractor shall allow the state full monetary credit when conversion from one (1) version of the software to another is made as the result of a change in operating system or a change from one (1) computer system to another. Under a perpetual license, the state's purchase price of the new software shall be reduced by the dollar amount the state paid to purchase the earlier version.

**3.32 Passwords:**

- 3.32.1 The state acknowledges that the contractor may require passwords in order to access and/or use the proposed software and/or Internet web sites. The contractor shall not withhold, cancel and/or deny access to any authorized agency and/or agency personnel unless the state is in breach of contract and is unable to cure such breach within a reasonable amount of time. The contractor must send at least fifteen (15) days prior written notice to the agency and the Division of Purchasing and Materials Management of any intent

to cancel password(s). The written notice must reference the State of Missouri's contract number, which shall be indicated on the cover page of the notification of contract award.

3.32.2 Delayed payment of licensing fees due to unresolved contractual issues between the State of Missouri and the contractor shall not be cause for withholding passwords.

**3.33 Single Point of Contact:**

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

3.33.2 The contactor shall identify a contact person/account manager who shall be responsible for coordinating all aspects of the contract with the state agency. This contact person/account manager shall:

- a. Be available to the state agency during normal business hours; and
- b. Act as liaison between the state agency and the contractor to resolve issues related to contracted services.

**3.34 Estimated Quantity:**

3.34.1 The state agency makes no guarantee as to the minimum or maximum number of e-mails or money transfers that may be required. The contractor shall understand and agree that it is the goal of the state agency to maximize the number of offenders who receive the services as required herein.

**ADDED BY AMENDMENT #001**

**3.35 *Prison Rape Elimination Act (PREA) Requirements:***

3.35.1 *All of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.*

3.35.2 *Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.*

3.35.3 *The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.*

- a. *The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual*

*harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.*

*b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.*

*3.35.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.*

**END OF SECTION**

#### 4. PROPOSAL SUBMISSION, EVALUATION, AND AWARD INFORMATION

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

##### 4.1 Submission of Proposals:

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

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

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - 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

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

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

4.1.4 Proposal Copies: The offeror's proposal should include an original document, plus seven (7) copies for a total of eight (8) documents. In addition, for each copy provided, the offeror should include at least one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

4.1.5 Confidentiality and Proprietary Materials:

- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM 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 an offeror as to material being proprietary and not subject to copying or

distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP 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 DPMM and withheld from any public request submitted to DPMM after award. Offerors should presume information provided to DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Offeror's entire proposal;
  - 2) Offeror's pricing;
  - 3) Offeror's proposed method of performance including schedule of events and/or deliverables;
  - 4) Offeror's experience information including customer lists or references;
  - 5) Offeror'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).
- d. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The offeror's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. The offeror's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror's expense.

4.1.6 **Imaging Ready:** Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.1.7 **Compliance with Requirements, Terms and Conditions:** Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the state exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

- a. The offeror 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 RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the state's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

- 4.1.8 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - b. The proposal should be page numbered.
  - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 4.1.9 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page.
  - b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- 4.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input/ACH-EFT Application located at <http://content.oa.mo.gov/accounting> and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).
- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
  - b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

## 4.2 Business Compliance

- 4.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation

of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

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

**4.3 Proposal Evaluation and Award:**

4.3.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Required Costs:	100
Experience of Organization and Expertise of Personnel	30
Functional and Technical Capabilities, and Method of Performance	70
<b>TOTAL</b>	<b>200</b>

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

4.3.3 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this RFP, the DPMM reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The DPMM reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a BAFO.
- c. Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the DPMM determines that a change in such requirements is in the best interest of the State of Missouri.

4.3.4 Demonstration: A system demonstration and question and answer conference may be conducted with offeror(s). If conducted, such demonstration should be in-person at a site provided by the state within Jefferson City, Missouri or via webinar. The State of Missouri reserves the right to only conduct demonstrations with offerors that submitted acceptable proposals that meet all of the mandatory

requirements of the RFP. The demonstration should be constructed to clarify both the functional capabilities and the offeror's response. Travel and attendance expenses incurred by the offeror shall be the responsibility of the offeror. All arrangements and scheduling shall be coordinated by the DPMM.

- a. The demonstration shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the offeror regarding participation in the demonstration. The offeror shall have the right to decline to participate in the demonstration; however, information gained during the demonstration will be considered in the subjective evaluation.
- b. The offeror should demonstrate the functionality and features of the proposed solution as they pertain specifically to the requirements set forth herein and any demonstration scenarios provided by the state. The state may, at its option, request that an offeror demonstrate any function, product, or system capability included in the offeror's proposal.
- c. The dates for the demonstrations will be determined by the state.
- d. The demonstration may be limited to ninety minutes. It is the obligation of the offeror to effectively manage their demonstration time.
- e. The State of Missouri reserves the right to use information attained from the offeror's demonstration in the evaluation of Experience of Organization and Expertise of Personnel, and Functional and Technical Capabilities, depending upon the applicability of the information attained.

4.3.5 Award Determination: The award shall be made on an all or none basis.

**4.4 Evaluation of Cost:**

4.4.1 The offeror must respond to Exhibit A, Pricing Page, with firm fixed pricing for all applicable costs necessary to satisfy the level of effort of the RFP. Unless stated herein, the State of Missouri shall assume absolutely no other costs exist to satisfy the level of effort for the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

4.4.2 The evaluation of cost, for evaluation purposes only, shall be based on the pricing provided in response to Exhibit A using the following estimated quantities:

**REVISED BY AMENDMENT #001.**

a. A.1 Missouri Walk-up Window Deposit Services: Line Items 001 through 006: 25,200 each *line item* per year,

**REVISED BY AMENDMENT #001.**

b. A.2 On-Line/Internet Deposit Services: Line Items 007 through 012: 35,100 each *line item* per year,

**REVISED BY AMENDMENT #001.**

c. A.3 Phone Deposit Services: Line Items 013 through 018: 35,100 each *line item* per year, and

**REVISED BY AMENDMENT #001.**

d. A.4 Electronic Mail Service: Line Item 019: 3,600,000 per year.

4.4.3 The cost evaluation shall be based on the sum of line items 001 through 019 for each year of the original contract period and the maximum prices for each potential renewal period to determine the offeror's subtotal for A.1, A.2, A.3, and A.4. The subtotals for A.1, A.2, A.3, and A.4 shall be combined to determine the offeror's total cost for the duration of the contract.

4.4.4 The above quantities are estimated and used for evaluation purposes only. The State of Missouri does not guarantee quantities.

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

Lowest Responsive Offeror's Price	X	100 maximum cost points	=	Cost evaluation points
Compared Offeror's Price				

**4.5 Evaluation of Experience of Organization and Expertise of Personnel:**

4.5.1 The evaluation of the Experience of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, 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 State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
- b. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

**4.6 Evaluation of Functional and Technical Capabilities, and Method of Performance:**

4.6.1 The evaluation of the Functional and Technical Capabilities, and Method of Performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. As part of the evaluation process, the State of Missouri may contact the offeror'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 offeror's proposal but who have current or previous experiences with the offeror regarding past performance. The State of Missouri reserves the right to consider the past performance of the offeror's proposed solution and support in the evaluation of the offeror's Functional and Technical Capabilities, and Method of Performance.

4.6.2 Installation and Implementation Plan - The offeror should provide a proposed implementation plan, as identified in Exhibit C, or any other format, 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.

4.6.3 In addition, the offeror 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.

**4.7 Miscellaneous Submittal Information:**

4.7.1 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide relevant details in response to Exhibit D. In providing a response, the offeror should review Executive Order 04-09 (see the following web link: [http://www.sos.mo.gov/library/reference/orders/2004/eo04\\_009.asp](http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)) 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.

4.7.2 Offerors as Employees: Offerors 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 with their proposal. This document must be satisfactorily completed prior to award of the contract.

**4.8 Proposal Submittal Checklist:**

4.8.1 The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror’s sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

No.	Description – while not all documents/items listed below are mandatory in submitting a responsive proposal, 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 offeror's proposal.	Completed? (√)
1.	Complete and sign all amendments (if applicable) and original RFP. <i>(Mandatory that proposal includes signature)</i>	
2.	Provide firm, fixed pricing in Exhibit A – Pricing Pages.	
3.	Complete Exhibit B – Experience/Reliability of Organization and Expertise of Personnel.	
4.	Complete Exhibit C – Functional/Technical Capabilities and Method of Performance.	
5.	Indicate if any products/services are manufactured/performed outside of the U.S. – Exhibit D, Miscellaneous Information.	
6.	If applicable, clearly marked, separated, and sealed proprietary or confidential information.	
<i>Include seven copies of proposal with the original proposal clearly marked as “Original”</i>		

**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 OFFEROR’S PROPOSAL.**

END OF SECTION

**EXHIBIT A**

**PRICING PAGE**

Offerors shall submit firm, fixed prices to provide services as stated below. *All fees shall be collected by the contractor from the individual initiating the transactions.* All firm, fixed prices must be a whole number (i.e. fractions of cents, \$0.075, must not be proposed). The state agency shall **not** be responsible for payment for any services provided by the contractor.

**A.1 MISSOURI WALK-UP WINDOW DEPOSIT SERVICES, FIRM, FIXED PRICE PER TRANSACTION**

Line Item	Transaction Dollar Amount	Original Contract Period: Date of Award through Three Years	First Renewal Option	Second Renewal Option
001	\$0.00 to \$25.00	\$	\$	\$
002	\$25.01 to \$50.00	\$	\$	\$
003	\$50.01 to \$75.00	\$	\$	\$
004	\$75.01 to \$100.00	\$	\$	\$
005	\$100.01 to \$200.00	\$	\$	\$
006	\$200.01 to \$300.00	\$	\$	\$

**A.2 ON-LINE/INTERNET DEPOSIT SERVICES, FIRM, FIXED PRICE PER TRANSACTION**

Line Item	Transaction Dollar Amount	Original Contract Period: Date of Award through Three Years	First Renewal Option	Second Renewal Option
007	\$0.00 to \$25.00	\$	\$	\$
008	\$25.01 to \$50.00	\$	\$	\$
009	\$50.01 to \$75.00	\$	\$	\$
010	\$75.01 to \$100.00	\$	\$	\$
011	\$100.01 to \$200.00	\$	\$	\$
012	\$200.01 to \$300.00	\$	\$	\$

**A.3 PHONE DEPOSIT SERVICES, FIRM, FIXED PRICE PER TRANSACTION**

Line Item	Transaction Dollar Amount	Original Contract Period: Date of Award through Three Years	First Renewal Option	Second Renewal Option
013	\$0.00 to \$25.00	\$	\$	\$
014	\$25.01 to \$50.00	\$	\$	\$
015	\$50.01 to \$75.00	\$	\$	\$
016	\$75.01 to \$100.00	\$	\$	\$
017	\$100.01 to \$200.00	\$	\$	\$
018	\$200.01 to \$300.00	\$	\$	\$

**A.4 ELECTRONIC MAIL SERVICE, FIRM, FIXED PRICE PER TRANSACTION**

Line Item	Per E-mail Rate For Incoming E-mails	Original Contract Period: Date of Award through Three Years	First Renewal Option	Second Renewal Option
019	Per e-mail	\$	\$	\$

**EXHIBIT B**

**EXPERIENCE OF ORGANIZATION AND EXPERTISE OF PERSONNEL**

The evaluation of the offeror’s experience of organization and expertise of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization’s experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror’s experience and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE OF ORGANIZATION:**

- 1) The offeror should describe the background and history in providing the requirements herein.
- 2) The offeror should list all state government entities that currently have a contract similar to the requirements herein.
- 3) The offeror should provide a list of at least three (3) references from accounts on the requirements stated herein. For each of the references, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.

<b>REFERENCE</b>	
<b>Contracting Agency/Entity Client Name:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	
<b>Applicable Dates of Contract Work</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

<b>REFERENCE</b>	
<b>Contracting Agency/Entity Client Name:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	

<b>Applicable Dates of Contract Work</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

<b>REFERENCE</b>
------------------

<b>Contracting Agency/Entity Client Name:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	
<b>Applicable Dates of Contract Work</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

**B.2 EXPERTISE OF PERSONNEL:**

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

**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 OFFEROR’S PROPOSAL.**

**EXHIBIT C**

**FUNCTIONAL AND TECHNICAL CAPABILITIES, AND METHOD OF PERFORMANCE**

The evaluation of the offeror's proposed functional and technical capabilities, and method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed functional and technical capabilities and their proposed method of performance. The State of Missouri reserves the right to use this information, including information gained from any other source, in the overall evaluation process.

It is the offeror's responsibility to make sure all software and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**C.1** In presenting the functionality and technical capabilities, and method of performance, the offeror should complete the following matrix by responding in the column marked "Comments" by writing a description of how, when, by whom, where, etc., the requirements that will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

RFP Paragraph	Requirement	Comments
2.1.1	The contractor shall provide a browser-based application for offender deposit services, electronic mail services for offender mail, and an integrated security/investigation application related to contractor provided services that meets or exceeds the provisions and requirements stated herein to the sole satisfaction of the state agency.	
2.1.2	The software must be generally available (i.e. not in beta or test) and currently in production.	
2.1.2 (a)	All modules of the contractor's software must be in current mainstream production, immediately available, manufacturer-authorized, and approved for distribution to the State of Missouri.	
2.1.2 (b)	While the software may require some minor customization to meet all mandatory requirements herein, the core product functionality must be currently available and industry-standard functionality must already exist in the proposed software.	
2.1.2 (b) (1)	All costs of customization necessary to meet the RFP's	

RFP Paragraph	Requirement	Comments
	mandatory requirements identified herein shall be included in the firm, fixed pricing in Exhibit A, Pricing Page.	
2.1.3	All software applications 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 applications shall provide a user-friendly and secure website for the secure paperless exchange of business information using electronic data interchange (EDI), e-mail, and electronic funds transfer (EFT).	
2.1.4	The application must operate using the following browsers: Internet Explorer 8 or newer, Firefox 3.0 or newer, and Safari 5.0 or newer.	
2.1.5	The contractor shall provide promotional materials, such as posters and brochures, for all awarded services to be distributed to the offender population at no cost to the state agency or the offender.	
2.1.5 (a)	All promotional materials shall be provided in English and Spanish.	
2.1.5 (b)	All promotional materials shall be reviewed and approved by the state agency's Division of Adult Institutions' Central Office prior to distribution.	
2.1.5 (c)	Distribution of promotional materials shall be in such places as housing units, visiting rooms, and on the contractor's website.	
2.1.6	The contractor shall collect all fees for services from the individual making the deposit or sending the electronic message. The state agency will not be responsible for any funding of services identified herein.	
2.1.7	The contractor shall be responsible for furnishing all materials, labor, repair, maintenance, set-up, installation,	

RFP Paragraph	Requirement	Comments
<b>ADDED BY BAFO #001.</b>	equipment, supplies, hardware, software, and all interfaces necessary to perform all required services.	
2.1.8	<i>The contractor shall require the customer to create a single log-in account prior to creating any transactions associated with the online deposit and e-mail transactions, which shall include obtaining the name, address, phone number, and credit card information from the customer.</i>	
<b>ADDED BY BAFO #001.</b>		
2.1.8 (a)	<i>The log-in account shall create a unique account ID to be used for future log-ins.</i>	
2.2.1	The contractor shall provide a method for the customer that is user-friendly, simple to access and navigate, and is able to electronically deposit funds into offenders' accounts via a purchase mechanism that provides verification of the sender's name and address.	
<b>REVISED BY AMENDMENT #001. REVISED BY BAFO #001.</b>		
2.2.1 (a)	It shall be the contractor's responsibility to obtain the identity of those parties depositing funds into an offender's account at the point of <i>all fee</i> transactions as specified in paragraph 2.4.2 (a)(1).	
<b>ADDED BY BAFO #001.</b>		
2.2.1 (a) (i)	<i>If payment is made with a major credit card at a walk-up location, the contractor in addition to 2.2.1 (a), shall require a current photo state issued identification card and a major credit card with billing information confirmation.</i>	
<b>ADDED BY BAFO #001.</b>		
2.2.1 (a) (ii)	<i>If payment is made with cash at a walk-up location, the contractor in addition to 2.2.1. (a), shall require a current photo state issued identification card.</i>	

RFP Paragraph	Requirement	Comments
<b>ADDED BY BAFO #001.</b>		
2.2.1 (a) (iii)	<i>If payment is made online or as a phone deposit, the contractor in addition to 2.2.1 (a), shall confirm the identity and billing confirmation with a major credit card.</i>	
<b>ADDED BY BAFO #001.</b>		
2.2.1 (b)	<i>All transaction identification information shall be provided to the state agency upon request.</i>	
2.2.2	The contractor shall be responsible for all expenses related to the electronic deposits, including, but not limited to, phone line costs.	
<b>REVISED BY AMENDMENT #001 AND #002.</b>		
2.2.3	The contractor shall accept electronic deposit services from the customer with major debit and credit cards by a toll-free telephone, and <i>through the internet. The contractor shall also provide for the acceptance of cash at Missouri walk-up/customer outlet locations. It is highly preferred that major debit and credit cards should be accepted at Missouri walk-up/customer outlet locations.</i>	(e.g., walk-up/customer outlet city locations, hours of operation, and number of staff currently available at the location)
2.2.4	All funds collected by the contractor for deposit into an offender's account must be deposited into the state agency's bank account via ACH within one (1) banking day of the contractor's receipt of said funds. This service shall be provided at no cost to the state agency.	
<b>ADDED BY AMENDMENT #002.</b>		
2.2.4 (a)	<i>The contractor must be licensed for electronic transmission of funds with the State of Missouri (visit <a href="http://finance.mo.gov/consumercredit/moneyorder.php">http://finance.mo.gov/consumercredit/moneyorder.php</a> website for more information), and a registered Money Services Business with the federal government (visit <a href="http://www.fincen.gov/financialinstitutions/msb/">http://www.fincen.gov/financialinstitutions/msb/</a> website for more information) in order to transfer funds through the contract. The contractor must have the required licenses before transferring funds through the contract.</i>	<i>(e.g., when was the date of issue for the state and federal or if not issued yet, when do you plan to receive the state license/federal registration)</i>

RFP Paragraph	Requirement	Comments
<b>REVISED BAFO #001.</b>		
2.2.5	<i>All fees for all methods of deposits shall be posted on the contractor's website. All fees must be as indicated in the contract.</i>	
<b>REVISED BY BAFO #002.</b>		
2.2.5 (a)	At a minimum, all <i>walkup</i> fees shall be clearly posted at all Missouri walkup locations. All fees must be as indicated in the contract.	
<b>REVISED BY BAFO #001.</b>		
2.2.5 (b)	If the customer deposits funds via telephone and/or an IVR (interactive voice response) system, the contractor, through the contractor's employees or the IVR system, shall inform all customers of the <i>phone deposit</i> fees to be paid for depositing funds into an offender's account before a transaction is final. All fees must be as indicated in the contract.	
2.2.5 (c)	The contractor shall clearly identify, at the time of the transaction, the fee associated with the transaction is paid to the contractor and not to the state agency.	
2.2.6	All deposits into an offender's account shall be made in United States dollars.	
2.2.7	The contractor shall assume responsibility for all funds deposited by the customer, including, but not limited to, all risk associated with any payment instruments which are returned by the issuing bank for any reason and any debit and credit card remittances which are disputed by the cardholder or the card issuer. The state agency shall not be held responsible for charge backs, implied fraud, or exchange rates, etc.	
<b>REVISED BY AMENDMENT #001.</b>		

RFP Paragraph	Requirement	Comments
2.2.8	The contractor must clearly identify to the customer and offenders that any transaction limits are set forth by a state agency rule or policy <i>and not by the contractor.</i>	
<b>REVISED BY BAFO #001.</b>		
2.2.9	Offender Validation File: The state agency shall provide the contractor with a daily electronic offender validation file (a mini account master "MAM" file, see Attachment 2) via Secure File Transfer Protocol (SFTP) to be used by the contractor at the point of <i>all fee</i> transactions to authenticate the offender's account. At a minimum, the offender validation file will contain the inmate ID, <i>and</i> inmate name.	
2.2.9 (a)	The contractor shall only accept deposits for those offenders who are listed on the offender validation file.	
<b>REVISED BY BAFO #001.</b>		
2.2.9 (b)	Proper account authentication shall require the <i>customer to enter the inmate ID</i> to match to the "MAM" file. <i>The "MAM" file cannot be searchable by anything other than the inmate ID. The "MAM" file shall not be a public searchable file.</i>	
<b>ADDED BY BAFO #001.</b>		
2.2.9 (b) (i)	<i>If the inmate ID cannot be matched to the "MAM" file, the contractor shall display a message indicating the customer needs to contact the facility where the offender is located.</i>	
2.2.9 (c)	Daily, upon receipt of the updated offender validation file, the contractor shall replace the existing copy of the offender validation file.	
2.2.9 (d)	All file layouts and specifications shall be determined by the state agency, provided to the contractor, and shall include the information provided in Attachment 2.	

RFP Paragraph	Requirement	Comments
2.2.10	Summary and Detail Transaction files: The contractor shall provide the state agency with an electronic deposit processing file, via SFTP, of all deposits accepted by the contractor.	
2.2.10 (a)	The contractor shall submit electronic data in a format approved by the state agency.	
2.2.10 (b)	The contractor shall agree that all file layouts and specifications will be determined by the state agency, provided to the contractor, and shall include the information provided in Attachment 3, File Specifications for Daily Deposit File Header and Detail Report Record.	
2.2.10 (c)	The contractor shall transmit the daily transaction files to a designated IP address for state agency retrieval at 3:00 p.m. CT.	
2.2.11	The contractor shall provide the state agency with an electronic daily report detailing all transactions submitted to the state agency for processing.	
2.2.11 (a)	The daily transaction report shall detail all transactions submitted to the state agency for processing.	
2.2.11 (b)	The daily transaction report shall include the information contained in the Batch Header File, Attachment 3.	
2.2.11 (c)	The report shall be provided in an Excel format sent electronically to the state agency Offender Financial Services Office.	
2.2.12	The contractor shall provide the state agency the ability to view the most recent file sent to the state agency for processing, and past deposit files in detail and in summary, through the contractor's integrated website.	

RFP Paragraph	Requirement	Comments
2.2.13	The contractor shall be responsible for handling all inquiries from customers regarding the deposit services provided by the contractor.	
2.2.13 (a)	The contractor shall provide a toll-free number for all deposit services inquiries, and shall publish the toll-free number on all brochures, posters, and on the contractor's website.	
2.2.13 (b)	At a minimum, the contractor shall be available to answer inquiries between the hours of 8:00 a.m. and 5:00 p.m. CT, Monday through Friday.	
2.2.13 (c)	The contractor shall refer all questions relating to offender deposit accounts to the state agency's Offender Financial Services Section.	
<b>REVISED BY BAFO #002.</b>		
2.2.14	For deposits, the contractor shall provide each customer with the offender's unique transaction ID (reference number) as referenced on the last line of Attachment 3. The customer should be able to use the transaction ID to verify receipt of the deposit they made to the offender by calling the state agency's IVR line.	
<b>REVISED BY AMENDMENT #001.</b>		
2.3.1	The contractor's application shall allow the customer to access a website through which electronic mail (e-mail) using <i>plain text</i> may be sent to any offender residing in a state agency institution. The e-mail shall not allow any attachments. Unless otherwise specified by the state agency, the electronic mail services shall be inbound only.	
<b>ADDED BY BAFO #001.</b>		
2.3.1 (a)	<i>Regardless of the e-mail fee, the contractor shall require a credit card to send e-mails.</i>	

RFP Paragraph	Requirement	Comments
<b>ADDED BY BAFO #001.</b>		
2.3.1 (b)	<i>The contractor shall only allow one (1) e-mail per registered user for the same offender per day. The contractor shall post the per offender per day information on the e-mail website before an e-mail is sent.</i>	
<b>REVISED BY AMENDMENT #001.</b>		
2.3.2	The contractor's application shall provide a "warning statement" (in both English and Spanish) to the user sending electronic mail that states, "This message is subject to <b>review, approval, monitoring and/or recording. All sent messages are non-refundable.</b> "	
2.3.3	The contractor shall detail any restrictions its application places on the customer sending electronic mail (i.e. character limits, and minimum internet connection, etc.).	
<b>ADDED BY AMENDMENT #001. REVISED BY AMENDMENT #002.</b>		
2.3.3 (a)	The maximum character limit shall be 5,000 per e-mail, the contractor shall not establish a maximum character limit less than 5,000 characters. The contractor shall not restrict the minimum number of characters typed before reaching the 5,000 character limit.	
2.3.4	The fees associated with sending the electronic mail shall be indicated in Exhibit A, Pricing Page, and shall be clearly identified to the user sending the electronic mail, including a statement that the fees for using the service are paid to the contractor, and not to the state agency.	
<b>ADDED BY BAFO #001. REVISED BY BAFO #002. REVISED BY BAFO #003.</b>		
2.3.4 (a)	Before an e-mail transaction is initiated, the contractor shall require the customer to pre-pay for e-mails, <i>if the contractor charges a per e-mail fee.</i> The minimum pre-payment amount shall be \$5.00, <i>if the contractor charges a per e-mail fee. If the contractor does not</i>	

RFP Paragraph	Requirement	Comments
2.3.5	<p>All electronic mail shall be directed to the institution where the offender resides. The contractor's application shall have message rerouting capabilities in the event an offender is moved to a different facility and a message is unable to be delivered.</p>	
2.3.6	<p>The contractor's application shall allow state agency staff to process the incoming electronic mail from one (1) integrated website at all institutions.</p>	
2.3.7	<p>The state agency shall provide the contractor with an electronic offender validation file daily via SFTP. This file will be used by the contractor at the point of transaction to authenticate the offender account.</p>	
2.3.7 (a)	<p>The contractor shall only accept electronic mail for those offenders present on the daily offender validation file.</p>	
<b>REVISED BY BAFO #001.</b>		
2.3.7 (b)	<p>Proper account authentication shall require the customer to enter the inmate ID to match to the electronic offender validation file. The electronic offender validation file cannot be searchable by anything other than the inmate ID. The electronic offender validation file shall not be a public searchable file.</p>	
<b>ADDED BY BAFO #001.</b>		
2.3.7 (b) (i)	<p>If the inmate ID cannot be matched to the electronic</p>	

RFP Paragraph	Requirement	Comments
2.3.7 (c)	<p><i>facility where the offender is located.</i></p> <p>Daily, and upon receipt of the updated offender validation file, the contractor shall replace the existing copy of the offender validation file.</p>	
2.3.7 (d)	<p>All file layouts and specifications shall be determined by the state agency and provided to the contractor.</p>	
2.3.8	<p>The contractor's application shall allow at each institution the designated state agency staff to manage electronic mail, including:</p>	
2.3.8 (a)	<p>Allowing state agency staff to view daily electronic mail, as well as archived electronic mail, from the contractor's integrated website.</p>	
2.3.8 (b)	<p>Allowing state agency staff to review, approve or reject each electronic mail individually that are received daily, prior to delivery to the intended recipient.</p>	
2.3.8 (c)	<p>Allowing state agency staff the ability to release, print, and deliver only approved electronic mail items.</p>	
2.3.8 (d)	<p>Allowing state agency staff the flexibility to hold, forward electronic mail items that are not approved to other state agency staff, or return the item to the originating sender.</p>	
2.3.9	<p>All electronic mail shall be archived and available for retrieval and printing by state agency staff through the integrated website. All archived emails shall be considered "records" and retained per Records Retention requirements specified elsewhere herein.</p>	(e.g., time frame on when an e-mail will be archived)
2.3.10	<p>The contractor's application shall review all electronic mail sent against a state agency provided predetermined list of watchwords and phrases ("watch list").</p>	

RFP Paragraph	Requirement	Comments
2.3.10 (a)	The application shall allow state agency staff to make additions and deletions to the watch list.	
2.3.10 (b)	The application shall hold any electronic mail item found to contain a word or phrase located on the watch list and be flagged as such. These items shall be held until a review by the state agency is conducted and a determination of disposition is found.	
2.3.10 (c)	The application shall allow the state agency to accept or reject any electronic mail that contains any watchwords or phrases along with any questionable or objectionable content.	
2.3.11	The contractor's application shall allow state agency staff to search the electronic mail for key words independent of the automated watchword process from the contractor's integrated website.	
2.3.12	The contractor's application shall provide offender information in the header section of the electronic message to enable the state agency to fold and staple the contents with the information on the header visible but without the contents of the message visible.	
2.3.13	The contractor shall install and provide all hardware, software, peripherals, and supplies necessary for the successful operation of the e-mail application, both at the inception of the contract period and at all times thereafter, to include one (1) new desktop computer, one (1) new monitor, and one (1) new printer for each of the twenty-one (21) institutions listed on Attachment 1.	
2.3.13 (a)	All contractor-provided equipment shall remain the property of the contractor until the termination of the contract in which the equipment shall become the property of the state agency.	

RFP Paragraph	Requirement	Comments
2.3.13 (b)	All computers and printers shall be of the size and speed necessary to accommodate the e-mail traffic.	
2.3.13 (c)	All provided hardware (printers, PCs, etc.) shall meet State of Missouri Office of Administration, Information Technology Services Division (ITSD) standards (located at <a href="http://content.ia.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/interface-domain/approved">http://content.ia.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/interface-domain/approved</a> ), be approved by ITSD, and imaged by ITSD.	
2.3.13 (d)	The contractor shall provide all printer consumables required, such as paper, toner, printer maintenance kits, etc., and in such quantities to assure no interruption of e-mail services.	
2.3.13 (e)	The contractor shall maintain all computer and printer hardware and software in good working order and shall repair and/or replace any as needed to ensure continuity of services.	
<b>REVISED BY BAFO #001.</b>		
2.3.13 (f)	The contractor shall respond to any computer/printer service calls within twenty-four (24) hours of notification, <b><i>Monday through Friday. It is highly preferred that the contractor respond within twenty-four (24) hours, seven (7) days a week (Sunday through Saturday).</i></b> Down time of any computer/printer shall be resolved within forty-eight (48) hours. Replacement of the computer or printer to resolve the issue, to include a temporary replacement, is acceptable to meet the 48 hour timeframe.	
2.3.13 (g)	The contractor shall agree and understand that the state agency may add or remove institutions without any additional cost to the state agency and the consumers.	

RFP Paragraph	Requirement	Comments
2.3.14	<p>At a minimum, the desktop computer shall meet the following specifications:</p> <ul style="list-style-type: none"> <li>a. Corporate Class PC with 12-month image stability with tool-less case;</li> <li>b. CPU with i5-3570 or higher;</li> <li>c. Chipset must be Q77 or greater;</li> <li>d. Memory must have a minimum 4 GB DDR3;</li> <li>e. Hard disk at 250 GB, SATA 3 6GB/s or greater 7200 RPM</li> <li>f. Mouse optical, scrolling;</li> <li>g. Keyboard PS/2 or USB style;</li> <li>h. Video at 1280 x 1024 resolution;</li> <li>i. NIC with LAN on motherboard (LOM) integrated 10/100/1000 Ethernet, WOL; and</li> <li>j. 21" flat screen LCD monitor.</li> </ul>	(e.g., name of the manufacturer, model number, product brochure)
2.3.15	<p>At a minimum, the printer shall meet the following specifications:</p> <ul style="list-style-type: none"> <li>a. Laser printing technology;</li> <li>b. Monochrome printing;</li> <li>c. Non-host based system;</li> <li>d. Processor speed 300 MHz or higher;</li> <li>e. Print speed at 40 pages per minute or higher;</li> <li>f. Duty cycle at 100,000 pages per month or higher;</li> <li>g. Print quality at maximum resolution of at least 600 x 600;</li> <li>h. Standard connection with USB and/or IEEE 1284 compliant parallel port;</li> <li>i. Network connection integrated 10/100 Base TX;</li> <li>j. Protocol Supported TCP/IP;</li> <li>k. System Memory 128 MB or higher;</li> <li>l. One (1) input tray;</li> <li>m. One (1) manual feed tray;</li> <li>n. One (1) output tray;</li> <li>o. Printer languages at PCL6 or later, Postscript 3 or later; and</li> </ul>	(e.g., name of the manufacturer, model number, product brochure)

RFP Paragraph	Requirement	Comments
	p. Paper Sizes in letter, legal, executive, envelope.	
<b>REVISED BY BAFO #001.</b>		
2.3.16	<p>The contractor shall install the PC software necessary to perform the requirements herein on the contractor-provided computer, such as, but not limited to, browser software, Microsoft Windows, Microsoft Excel, and Printer software.</p> <p><i>The contractor shall not install monitoring software on the computer nor gain access to the equipment via a network without prior written approval from the state agency.</i></p>	
<b>ADDED BY BAFO #001.</b>		
2.3.17	<p><i>The state agency shall supply one (1) Ethernet jack and one (1) electrical outlet along with a power strip for the contractor-provided computer and printer.</i></p>	
2.4.1	<p>The contractor shall provide an integrated security/investigation application that allows the state agency to investigate offender deposit transactions and electronic messages to identify offender to offender associations and offender to general public associations.</p>	
2.4.2	<p>At a minimum, the security/investigation application shall provide the following detailed account summary information:</p> <p>a. Deposits:</p> <ol style="list-style-type: none"> <li>1) Customer Information (name, account ID, address, phone number);</li> <li>2) Date of Transaction;</li> <li>3) Transaction ID;</li> <li>4) Inmate ID;</li> <li>5) Inmate Name;</li> <li>6) Inmate Facility Location;</li> <li>7) Amount of Payment;</li> </ol>	

RFP Paragraph	Requirement	Comments
	<p>8) Payment Type;            9) Batch Number;            10) IP Address (if applicable);            11) Transaction type; and            12) Transaction location (if applicable).</p> <p>b. E-Mails:</p> <ol style="list-style-type: none"> <li>1) Customer Information (name, account ID, address, phone number);</li> <li>2) Date of e-mail;</li> <li>3) E-mail ID;</li> <li>4) Inmate ID;</li> <li>5) Inmate Name;</li> <li>6) Inmate Facility Location; and</li> <li>7) IP Address (if applicable).</li> </ol>	
<p>2.4.3</p>	<p>At a minimum, the offender deposit application shall provide the following search and sort capabilities:</p> <p>a. Search:</p> <ol style="list-style-type: none"> <li>1) by offender number/name</li> <li>2) by remitter's name;</li> <li>3) by transaction amount;</li> <li>4) by date range;</li> <li>5) transaction type; and</li> <li>6) transaction location.</li> </ol> <p>b. Sort:</p> <ol style="list-style-type: none"> <li>1) by offender names by total number of remitters from whom they are receiving money;</li> <li>2) by remitter by total number of offenders to whom they are depositing funds; and</li> <li>3) by transaction using multiple search criteria such as offender number, remitter name, and transaction amount and date range.</li> </ol>	

RFP Paragraph	Requirement	Comments
2.4.4	<p>At a minimum, the electronic mail application shall provide the following search and sort capabilities:</p> <ul style="list-style-type: none"> <li>a. by offender number/name;</li> <li>b. by sender's name;</li> <li>c. by date range;</li> <li>d. by institution;</li> <li>e. by using multiple search criteria such as offender number, sender's name, and date range; and</li> <li>f. by total number of offenders to whom a customer is sending electronic mail.</li> </ul>	
2.4.5	<p>The contractor's security application shall:</p> <ul style="list-style-type: none"> <li>a. Create a link analysis diagram for offender deposits and electronic mail by submitted search criteria, graphically depicting the relationship of search results and all associated offenders, transactions, and senders/remitters linked to it;</li> <li>b. Print reports of search results to the state agency's desired printers and/or large format printers;</li> <li>c. Print the link analysis diagrams in a format that is scalable to make the information legible to a state agency's desired printers and/or large format printers;</li> <li>d. Export data into Microsoft Excel capability and PDF; and</li> <li>e. Be a browser-based application that works with Internet Explorer version 8 or higher.</li> </ul>	
2.4.6	<p>The contractor's security application shall:</p> <ul style="list-style-type: none"> <li>a. Have a method by which the state agency may develop customized alerts based on offender and sender/remitter</li> </ul>	

RFP Paragraph	Requirement	Comments
	<p>activity, and</p> <p>b. Automatically alert staff when suspicious activity is identified.</p> <p>1) Suspicious activity shall include key words based upon the state agency's patterns and trends for participating in activity related to criminal acts or rule violations. The state agency will provide the contractor with a library of key words upon award of contract.</p>	
2.5.1	Access to the application shall require state agency staff to log into the contractor's application with a unique sign-on and user defined password.	
2.5.1 (a)	The assignment of, deletion of, and changes to user sign-ons, and the assignment of initial passwords shall be centrally coordinated by the state agency.	
2.5.1 (b)	Users shall have the ability to change their password at any time.	
2.5.1 (c)	The application shall allow for the limiting of access by user sign-on, to one, some, or all of the applications. For instance, a user may be designated to have access only to the offender email portion of the application.	
2.5.2	Access to the application shall be restricted by use of a LAN to LAN VPN tunnel. This tunnel shall provide encryption of the WAN traffic. Use of this application shall be restricted to a list of state authorized computers. The contractor shall support the ability of the state agency to specify which computers can access the application and only permit those computer access to the application.	
<b>REVISED BY AMENDMENT #001.</b>		

RFP Paragraph	Requirement	Comments
2.6.1	<p>Upon termination of the contract, the <i>State of Missouri e-mail and transaction</i> data shall be transferred to the state agency in the format required by the state agency. Once the data has been accepted by the state agency, the contractor shall completely purge and destroy all State of Missouri data from the contractor's system. Furthermore, the contractor shall sign an affidavit that there shall be no copy of the data kept by the contractor.</p>	
2.6.2	<p>The contractor shall not share the data with a third party without prior knowledge of and approval from the designated state agency point of contact.</p>	
2.7.1	<p>Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<a href="http://www.ia.mo.gov/itsd/cio/standards/ittechnology.htm">http://www.ia.mo.gov/itsd/cio/standards/ittechnology.htm</a>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT); or other comparable document.</p>	
2.7.1 (a)	<p>The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned</p>	

RFP Paragraph	Requirement	Comments
2.7.1 (b)	<p>The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <a href="http://www.oe.mo.gov/itsd/eio/standards/ittechnology.htm">http://www.oe.mo.gov/itsd/eio/standards/ittechnology.htm</a>.</p>	
2.8.1	<p>The contractor shall provide any application modifications or additions necessary to enable the application to operate according to all mandatory functional and technical specifications presented herein and in the RFP Exhibits, at no additional cost to the state agency.</p>	
2.8.2	<p>The contractor shall notify the state agency thirty (30) days prior to any additions, deletions, or changes to their applications.</p>	
2.8.3	<p>The contractor shall provide resource information and technical assistance to state agency staff as needed to support all services provided.</p>	
2.8.3 (a)	<p>At a minimum, the contractor shall be available via a toll free number during state agency normal business hours (8:00 a.m. to 5:00 p.m., CT, Monday through Friday). The contractor should be available twenty-four (24) hours a day, seven (7) days a week to provide assistance as needed at no additional cost.</p>	
2.8.3 (b)	<p>The contractor shall provide a twenty-four (24) hour response time, from the time of notification by the state agency, for any technical assistance requiring on-site work.</p>	
2.9.1	<p>The contractor shall complete the implementation of services within the time-frame specified in the contractor's awarded proposal. Installation must include operation of</p>	

RFP Paragraph	Requirement	Comments
2.9.2	<p>the software to the satisfaction of the state agency.</p> <p>The contractor shall meet with state agency staff in Jefferson City, Missouri, to discuss the implementation of the contractor's application within fifteen (15) calendar days after contract award.</p>	
2.9.2 (a)	The contractor shall meet with state agency staff on a weekly basis throughout the implementation phase.	
2.9.2 (b)	If acceptable to the state agency, such meetings may be conducted via telephone call.	
2.9.2 (c)	The contractor shall bear all costs associated for all meetings.	
2.10.1	The contractor must provide all initial training required for the successful operation and administration of the solution as requested by the state agency.	
2.10.1 (a)	For the initial contract period, the contractor must provide upon installation, sufficient initial instructor-led training on-site at no additional cost.	
2.10.1 (b)	The initial training must include: 1) Basic training for state agency staff 2) Training materials to include a user manual and any other relevant documentation, such as, but not limited to, technical manuals, error messages and codes, system reference guide, etc. at no additional cost. All documentation must be for the version of the application being provided to the state agency.	
<b>REVISED BY BAFO #001.</b>		
2.10.2	Initial training for the money transfer shall occur at 2729 Plaza Drive, Jefferson City, Missouri and consist of approximately <i>nine (9)</i> employees.	

RFP Paragraph	Requirement	Comments
	<p>Initial training for the e-mail and investigation shall occur at:</p> <p><b>REVISED BY BAFO #001.</b></p> <p>a. Eastern Region Academy 901 Progress Drive Farmington, MO Approximately 24 employees</p> <p><b>REVISED BY BAFO #001.</b></p> <p>b. Western Region Academy 902 Edmond St. Joseph, MO Approximately 25 employees</p> <p><b>REVISED BY BAFO #001.</b></p> <p>c. Central Region Academy 717 Industrial Drive Jefferson City, MO Approximately 43 employees</p>	
2.10.3		
2.10.4	<p>At the state agency's request and at no additional cost, the contractor must offer advanced training in web-based or video format for any upgrades, enhancements, or new releases to the software. The advanced training shall include any necessary training manuals for all staff in attendance.</p>	
2.11.1	<p>At a minimum, the contractor shall meet with state agency staff on a semiannual basis to discuss performance related components and process improvements.</p>	
2.11.1 (a)	<p>If acceptable to the state agency, such meetings may be conducted via telephone call.</p>	
2.11.1 (b)	<p>The contractor shall bear all costs associated with all meetings.</p>	
2.12.1	<p>The contractor shall have a written disaster recovery plan designed to minimize disruption of services and to protect</p>	

RFP Paragraph	Requirement	Comments
<b>REVISED BY BAFO #001.</b>	the state agency's data and records in the event the contractor's system(s) becomes inoperable.	
2.13.1	<p>At any and all times, the contractor must provide the state agency and any state agency designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor, pursuant to the contract for purposes of audit and evaluation of the services performed <i>at no additional cost to the State of Missouri or to the customer.</i></p>	
<b>REVISED BY BAFO #001.</b>		
2.13.1 (a)	<p>The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the state agency, all books and records relating to the contract for the purposes of a state agency audit <i>at no additional cost to the State of Missouri or to the customer.</i></p>	
2.13.1 (b)	<p>The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.</p> <ol style="list-style-type: none"> <li>1) The contractor shall provide read-and-copy access to the state agency for all files that are used. Such files shall include, but are not limited to, inventory control files, procedure files, and any other files related to the contract.</li> <li>2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review</li> </ol>	

RFP Paragraph	Requirement	Comments
2.13.1 (c)	<p>The state agency reserves the right to request an audit be performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The state agency prefers an independent agency conduct the audit. All independent audits shall be mutually agreed upon by and between the state agency and the contractor. The contractor shall provide the state agency with any and all reports concerning the audit to the state agency. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.</p>	
2.14.1	<p>The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the state agency, other state of Missouri agencies, and the federal government to inspect these records with the approval of the state agency.</p>	

**C.2** In presenting the functionality and technical capabilities, and method of performance, the offeror should provide a detailed technical work plan, project timeline, and approach for meeting the requirements herein.

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "Completion Day" should be specified as a certain number of days from the date of award of the contract until completion of the specific task. "Assigned Personnel" should be identified by project title and name, unless such personnel are yet to be assigned/hired. "Work hours" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached. The offeror may use this format or any other format to provide their implementation plan.

Task or Event	Completion Day	Assigned Personnel	Work hours

- C.3** The offeror should describe the Missouri economic advantages that will be realized as a result of the offeror performing the required services. The offeror 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.
  - 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 OFFEROR'S PROPOSAL.**

**EXHIBIT D**

**MISCELLANEOUS INFORMATION**

**Outside United States**

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

In providing a response, the offeror should review Executive Order 04-09 (provided at the following web site link: [http://oa.mo.gov/purch/vendorinfo/eo04\\_09.pdf](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:**

Offerors 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 offeror or any owner of the offeror'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:	_____ %

**EXHIBIT D, Continued**

**MISCELLANEOUS INFORMATION**

**Contact Information**

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

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

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

**ATTACHMENT 1**

## LIST OF LOCATIONS AND POPULATION

Location	Estimated Institutional Offender Operating Capacity
Algoa Correctional Center (ACC), Jefferson City, MO	1537
Boonville Correctional Center (BCC), Boonville, MO	1316
Chillicothe Correctional Center (CCC), Chillicothe, MO	1164
Cremer Therapeutic Community Center (CTCC), Fulton, MO	180
Crossroads Correctional Center (CRCC), Cameron, MO	1470
Eastern Reception, Diagnostic, & Correctional Center (ERDCC), Bonne Terre, MO	2684
Farmington Correctional Center (FCC), Farmington, MO	2635
Fulton Reception & Diagnostic Center (FRDC), Fulton, MO	1302
Jefferson City Correctional Center (JCCC), Jefferson City, MO	1971
Maryville Treatment Center (MTC), Maryville, MO	561
Missouri Eastern Correctional Center (MECC), Pacific, MO	1100
Moberly Correctional Center (MCC), Moberly, MO	1800
Northeast Correctional Center (NECC), Bowling Green, MO	2106
Ozark Correctional Center (OCC), Fordland, MO	650
Potosi Correctional Center (PCC), Mineral Point, MO	903
South Central Correctional Center (SCCC), Licking, MO	1658
Southeast Correctional Center (SECC), Charleston, MO	1658
Tipton Correctional Center (TCC), Tipton, MO	1192
Western Missouri Correctional Center (WMCC), Cameron, MO	1958
Western Reception, Diagnostic, & Correctional Center (WRDCC), St. Joseph, MO	1926
Women's Eastern Reception, Diagnostic, & Correctional Center (WERDCC), Vandalia, MO	1560

ATTACHMENT 2

## FILE SPECIFICATIONS FOR DAILY ELECTRONIC OFFENDER VALIDATION FILE

<u>Field Name</u>	<u>Field Length</u>	<u>Notes</u>
Inmate ID	9	Left Space padded
Inmate Last Name	20	Right space padded
Inmate First Name	15	Right space padded
Location	8	Right space padded
Housing	11	Right space padded
Filler	18	
DOB	8	YYYYMMDD

ATTACHMENT 3

## FILE SPECIFICATIONS FOR DAILY DEPOSIT FILE HEADER AND DETAIL RECORD

BATCH DETAIL FILE						
REC LEN	FIELD NAME	FIELD DESCRIPTION	START	END	TYPE*	SPECIAL INTRUCTIONS
159	BHNUMBE	Batch Header Number	1	5	A	Sequential Number assigned by vendor to each batch
159	BDSEQNU	Batch Detail Sequence Num	6	9	S	Sequential Number starting with 1, incremented by 1 for each transaction in the batch, right justified, 0 filled
159	BDOFFNU	Batch Detail Offender Num	10	18	A	Offender number, right justified, blank filled to the left
159	BDAMOUN	Batch Detail Amount	19	29 (2 decimal)	S	Transaction amount - right justified, 0 filled, decimal place is implied
159	BHTRANT	Batch Header Transaction	30	31	A	Transaction Code to be assigned by Offender Services (2 byte code)
159	BDCOMME	Batch Detail Comment	32	61	A	Transaction Comment to be assigned by Offender Services
159	BDSNDRL	Batch Detail Sender Last	62	81	A	Sender last name
159	BDSNDRF	Batch Detail Sender First	82	96	A	Sender first name
159	BDFILLE	Batch Detail Filler	97	128	A	Leave Blank
159	BDPOSTF	Posted Flag	129	129	A	Leave Blank
159	BDPOSTD	Batch Detail Posted Date	130	139	L Date	Leave Blank
159	BDTRANI	Transaction ID	140	159	A	Vendor identifying Number for each transaction - Mandatory

\* S = Numeric, A = Alpha Numeric

**ATTACHMENT 3, continued.**

BATCH HEADER FILE						
REC LEN	FIELD NAME	FIELD DESCRIPTION	START	END	TYPE*	SPECIAL INTRUCTIONS
139	BHNUMBE	Batch Header Number	1	5	A	Sequential Number assigned by vendor to each batch
139	BHUSER	Batch Header User	6	15	A	To be assigned by Offender Services
139	BHWS	Batch Header Work Station	16	25	A	To be assigned by Offender Services
139	BHDTLCN	Batch Header Detail Count	26	29	S	Total number of transactions in the batch, should match last detail sequence number , right justified, 0 filled
139	BHAMOUN	Batch Header Amount	30	42 (2 decimal)	S	Total \$ amount of batch - right justified, 0 filled, decimal place is implied
139	BHTRANT	Batch Header Transaction	43	44	A	Transaction Code to be assigned by Offender Services (2 byte code)
139	BHCOMME	Batch Header Comment	45	74	A	Transaction Comment to be assigned by Offender Services
139	BHDIFF	Batch Header Diff	75	75	A	Leave Blank
139	BHUSRFL	Batch Header User Flag	76	76	A	Leave Blank
139	BHFILLE	Batch Header Filler	77	128	A	Leave Blank
139	BHPOSTF	Batch Header Posted Flag	129	129	A	Leave Blank
139	BHPOSTD	Batch Header Posted Date	130	139	L Date	leave blank

\* S = Numeric, A = Alpha Numeric

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

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

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

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

notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

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

#### 5. SUBMISSION OF PROPOSALS

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

#### 6. PROPOSAL OPENING

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

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
  - n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

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

## 11. DELIVERY

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

## 12. INSPECTION AND ACCEPTANCE

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

### 13. WARRANTY

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

### 14. CONFLICT OF INTEREST

- a. 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 proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 15. REMEDIES AND RIGHTS

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

### 16. CANCELLATION OF CONTRACT

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

### 17. COMMUNICATIONS AND NOTICES

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

### 18. BANKRUPTCY OR INSOLVENCY

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

### 19. INVENTIONS, PATENTS AND COPYRIGHTS

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

### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

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

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